

CONTRACTS I
FALL 2013

PROFESSOR ALLEN BLAIR

Office Hours

*Saturdays 11:15 – 1:00
(By appointment other times)*

Contact Information

Phone: 651.523.2794
email: hblair01@hamline.edu

[T]he law does not consist of a series of unchangeable rules or principles engraved upon an indestructible brass plate or, like the code of Hammurabi, upon a stone column. Every system of justice and of right is of human development, and the necessary corollary is that no known system is eternal. In the long history of the law can be observed the birth and death of legal principles. They move first with the uncertain steps of childhood, then enjoy a season of confident maturity, and finally pass tottering to the grave. . . . The law is merely a part of our changing civilization. The history of law is the history of . . . society. Legal principles represent the prevailing mores of the time, and with the mores they must necessarily be born, survive for the appointed season, and perish.

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The truth of the warning as to the nature of law must be determined by each student anew for himself [or herself]. This requires long study and experience, a comparative study of cases both in books and in life

ARTHUR L. CORBIN, ANSON ON CONTRACTS v-vi (3d Am. ed. 1919).

Introduction

As Arthur Corbin suggested nearly a century ago, the law constantly changes. Contract law — that body of law governing private agreements — is no exception. Indeed, as a relative newcomer, contract law might even change more than some other areas of law. This semester and year we will seek to expose not only the rules and principles underlying current contract law, but we will also explore how contracts and the act of contracting define and are defined by our culture, thus giving us ways of thinking about how the law might or should change. We will not merely learn and discuss doctrine, but we will instead strive to answer the following question: “What is it that lawyers do when faced with problems involving contracts?”

Required Texts

- CHARLES L. KNAPP, NATHAN M. CRYSTAL & HARRY G. PRINCE, PROBLEMS IN CONTRACT LAW: CASES AND MATERIALS (7th ed. 2012) (“Casebook”).
- CHARLES L. KNAPP, NATHAN M. CRYSTAL & HARRY G. PRINCE, RULES OF CONTRACT LAW (2012-13 Statutory Supplement) (“Statutory Supplement”).
- Course Supplement – The Course Supplement will be available to you in two formats: (a) as an iBooks download for your iPhone or iPad; or (b) as a PDF file. I will send you an email through TWEN giving you instructions on how to get this supplement at least ten days before our first class.

Preparation and Participation

The most important requirement for this course is showing up prepared. Being prepared means that, with respect to each of the primary cases that we study, you need to know: (a) the facts; (b) the procedural history (i.e., how did the case get to the court that it's in?); (c) who won; (d) the substantive legal issues addressed; and (e) the court's reasoning (i.e., why did winner win?). Additionally, you need to evaluate how each case relates to other cases and materials that we are studying or have studied. Being prepared, in short, means that you will likely need to read the primary cases more than once (at the beginning, I'd recommend reading them at least two or three times).

Though labor intensive, this course should also be fun. Contract law is intellectually exciting, and it is preeminently useful to any lawyer's practice. It really doesn't matter if you want to practice family law, criminal law, commercial law, or the law of environmental protection for the moon. Contract principles and rules form an ingredient of pretty much every practice.

My hope, then, is that we will have many energetic discussions during the course of the semester and everyone will jump into the cases and materials with both feet. I expect that we will all contribute to one another's learning. This last point requires that you engage professionally and conscientiously with your colleagues and with me. Vigorous but always respectful dialogue and debate are always welcome in my class.

While my honest hope is that you will all participate without any prodding by me, because you'll find all or at least portions of the class exciting and useful, at the very least, I expect that: (a) you will be able to respond cogently to questions that I direct at you randomly during classes; (b) that you will lead us off on analyzing a couple (at least three or more) cases over the course of the semester; and (c) you will attend carefully to the contributions made by your colleagues.

Fundamental Goals

In summary form, over the course of this semester and year, I expect you to learn to:

- Determine which body of substantive contract law applies to a particular situation;
- Comprehend the fundamental rules of the common law of contracts, as well as selected elements of statutory contract law, as they presently exist (see the *Simplified One-Page Outline of Contracts* handout for a brief overview of these rules);
- Ask pertinent legal and factual questions about a given contract situation and consult and understand the appropriate sources of law that will help you answer those questions;
- Formulate and communicate situation-specific strategies and arguments regarding contracts and contract disputes; and
- Discuss and critically evaluate some of the theories and assumptions at the core of existing contract law and think cogently about the continuing development of contract law.

Attendance

Missing more than two classes will constitute excessive absence for purposes of the Law School's attendance policy.

Computer Use

You may use laptop computers or other electronic devices in class to take notes and access course-related materials. You should not use your laptop or electronic devices for other purposes. If your device becomes a disruption either to me or to your colleagues, I will bar you from using it in class.

TWEN

You will need to register for this course's page on TWEN as soon as possible. (If you are uncertain about how to do this, please stop by the library and ask for assistance.) In addition to posting extra materials, including .pdf versions of Keynote slides (the Mac version of PowerPoint) that I show in class, I will occasionally post non-mandatory supplemental materials that might interest you.

Grading and The Exam

Although Contracts is a yearlong course, you will be graded at the end of both the fall and the spring semesters.

Your grade this semester will be based on a final examination (70%) and equally-weighted quizzes (15% each). Additionally, I reserve the right to bump grades up or down based on exceptional participation.

The Final Examination

The final examination will be a two-and-a-half hour, closed-book test. We will discuss the structure and format of the examination, as well as my expectations regarding the examination, in more detail as the semester progresses.

The Quizzes

I will give two in-class quizzes during the semester. They will be in the form of multiple-choice or short-answer questions or some combination of the two. Your grades for the quizzes will be made available to you at least two weeks after you take them.

These quizzes are treated like the final exam. I cannot excuse you from taking them. If you have a conflict, you must seek a special accommodation from the Dean of Student and Multicultural Affairs. I will oppose any accommodation request unless: (a) you have a preexisting conflict and you have made arrangements with me in advance; or (b) you have a significant personal or family emergency and you contact me as expeditiously as possible.

Grade Bumps

I reserve the right to bump a final grade up or down one-half letter grade step for exceptional (either positive or negative) participation. Few, if any, grades will be bumped up. I do occasionally bump grades down. To avoid this, you need to be regularly prepared when I call on you, proactive, and attentive. If you are at risk of a negative grade bump, I will give you at least one warning and an opportunity to cure.

Reading Assignments and Schedule

We'll cover a significant portion of the textbook this year. We will, however, be jumping around a little bit, so please pay close attention to the reading assignments.

If we fall behind schedule, which happens sometimes, I will distribute revised assignment lists as soon as possible.

Also, please notice that I do not assign sections out of the Statutory Supplement. **You should, however, review the portions of the Statutory Supplement relevant to the assigned readings.** If a case, for instance, references § 90 of the Restatement (Second) of Contracts, then I will expect that you have, as part of your preparation for the class, read and considered § 90.

8/18 **Casebook 1-43**

Course Supplement Chapter 1

Handout – Contracts Group Discussion Exercise

8/25 **Casebook 43-73**

Course Supplement Chapter 2

9/8 **Casebook 142-88**

Course Supplement Chapter 3

9/15 **Casebook 73-123**

Course Supplement Chapter 4

9/22 **Casebook 123-40; 188-202**

Course Supplement Chapter 5

In-class exam writing workshop based on the sample problem in the Course Supplement.

9/29 **Casebook 209-17; 228-58**

Course Supplement Chapter 6

10/6 **Casebook 258-288**

First Quiz

We will have class for the first two hours and then you will have a short break. After the break, you will take the quiz.

10/13 **Casebook 325-71**

Course Supplement Chapter 7

10/27 **Casebook 373-416**

Catch up, if necessary, and review the First Quiz.

11/3 **Casebook 416-456**

Course Supplement Chapter 8

11/10 **Casebook 457-81**

Course Supplement Chapter 9

Second Quiz

We will have class for the first two hours and then you will have a short break. After the break, you will take the quiz.

11/17 **Casebook 481-515**

Course Supplement Chapter 10

Catch up, if necessary.

11/24 **Mandatory Review Session**

We will review the second quiz, discuss the exam format, and play a little contracts jeopardy.