

Contracts I Syllabus
Fall Semester 2013
Prof. Carol Swanson

Schedule: Tuesday/Thursday Mornings, 9:40-11:10
Location: Room 101

1. Course Description & Objectives:

Welcome to the World of Contracts! This class will be challenging, fun, and highly interactive.

In Contracts I, we will explore the creation and interpretation of binding promises through an in-depth analysis of cases, *Restatement* provisions, and statutory sections. We will focus on the bases for enforcing promises (consideration and related theories), the requirements for mutual assent (offer and acceptance), and the interpretation of contractual commitments. In contrast, Contracts II (spring 2014) will emphasize contract performance issues, including breach, excuse, and remedies.

By the end of this semester, each student will understand how:

- Mutual assent and consideration form the basis of contractual obligation;
- In the absence of a bargained-for exchange, promissory estoppel and restitution may provide the basis for liability;
- The statute of frauds (S/F) limits the enforceability of otherwise binding arrangements; and
- The parol evidence rule (PER) and interpretation principles shape the agreement's meaning.

As a natural and essential part of the learning process, each student will develop the analytical and critical abilities required to plan, draft, counsel, negotiate, and litigate in the field.

2. Required Text & Materials:

REQUIRED TEXTS:

- Charles L. Knapp, Nathan M. Crystal & Harry G. Prince, *Problems in Contract Law: Cases and Materials* (7th ed. 2012) (“Casebook”).
- Recent Statutory Supplement (any Knapp, Crystal & Prince, *Rules of Contract Law* since 2009) (“Statutory Supplement”).
 - **NOTE: Earlier editions are virtually identical to the current (2012-13) supplement and are available relatively inexpensively on Amazon and other used book sites.**

TWEN COURSE WEBSITE:

- Students must enroll on the Contracts I (Prof. Carol Swanson) website and provide an e-mail address.
- Other course materials will be made available through TWEN.

3. Grades & Attendance:

The final grade will be based on a three-hour final exam at the semester's end. The exam is anonymous and closed-book.

Consistent with our Academic Rules, I reserve the right to increase or lower a grade for exceptionally strong—or poor—class participation. Keep in mind that participation assumes regular and punctual attendance, as well as solid preparation of the assignments and a good faith effort in the classroom.

The ABA requires that all law students regularly attend classes. Missing four classes is presumptively excessive and can be the basis for involuntary withdrawal from the course. Be in your seats ready to begin class at 9:40!

4. Technology Policy:

Students may use their laptops or other electronic devices in the classroom for course-related activities only. In addition, students must refrain from displaying wallpaper, screen savers, or any other material on their computer screens that can reasonably be expected to distract their classmates.

5. My Availability:

Whenever you want to contact me, see me before or after class, send me an email (cswanson@hamline.edu), or stop by my office (Room 216E). Scheduling an office appointment is not necessary, although setting one up will assure you of my availability at a particular time. If my office door happens to be closed when you stop by, always feel free to knock!

Class Schedule & Assignments:

NOTE:

- Separate page assignments are not given for the Statutory Supplement. As casebook readings reference Restatement of Contracts and/or Uniform Commercial Code materials, students are responsible for reviewing the relevant sections in the Statutory Supplement.

NO CLASS:

Thursday, Aug. 29 (University Convocation)

Thursday, Oct. 17 (Mid-Term Break)

Week 1 (Aug. 22)

- #1. Casebook pp. 1-17 (background readings); 31-48
- Overview/What to Expect
 - **Chapter 1: An Introduction to the Study of Contract Law**
 - Sources of Contract Law
 - Contract Theory
 - The Lawyering Perspective
 - **Chapter 2: The Basis of Contractual Obligation—Mutual Assent and Consideration**
 - Mutual Assent
 - *Ray v. William G. Eurice & Bros., Inc.*
 - *Lonergan v. Scolnick*

Week 2 (Aug. 27; no class on Aug. 29)

- #2. Casebook pp. 48-60.
- **Chapter 2, cont'd**
 - Mutual Assent, cont'd
 - *Izadi v. Machado (Gus) Ford, Inc.*
 - *Normile v. Miller*

Week 3 (Sept. 2 & 4)

- #3. Casebook pp. 60-82.
- **Chapter 2, cont'd**
 - Mutual Assent, cont'd
 - *Petterson v. Pattburg*
 - *Cook v. Coldwell Banker/Frank Laiben Realty Co.*
 - *Walker v. Keith*

- #4. Casebook pp. 82-97.
- **Chapter 2, cont'd**
 - Mutual Assent, cont'd
 - *Quake Construction, Inc. v. American Airlines, Inc.*
 - Problems 2-1, 2-2, 2-3

Week 4 (Sept. 9 & 11)

- #5. Casebook pp. 97-118.
- **Chapter 2, cont'd**
 - Consideration
 - *Hamer v. Sidway*
 - *Pennsy Supply, Inc. v. American Ash Recycling Corp. of PA*

#6. Casebook pp. 119-42.

- **Chapter 2, cont'd**
 - Consideration, cont'd
 - *Batsakis v. Demotsis*
 - *Plowman v. Indian Refining Co.*
 - *Marshall Durbin Food Corp. v. Baker*

Week 5 (Sept. 16 & 18)

#7. Casebook pp. 142-56 (stop before Problem 2-4)

- **Chapter 2, cont'd**
 - Contract Formation Under Article 2
 - *Jannusch v. Naffziger*
 - *E.C. Styberg Engineering Co. v. Eaton Corp.*

#8. Casebook pp. 156-58.

- **Chapter 2, cont'd**
 - Contract Formation Under Article 2, cont'd
 - Problems 2-4 & 2-5

Week 6 (Sept. 23 & 25)

#9. Casebook pp. 159-78.

- **Chapter 2, cont'd**
 - Contract Formation Under Article 2, cont'd
 - *Princess Cruises, Inc. v. General Electric Co.*
 - *Brown Machine, Inc. v. Hercules, Inc.*

#10. Casebook pp. 178-88.

- **Chapter 2, cont'd**
 - Contract Formation Under Article 2, cont'd
 - *Paul Gottlieb & Co. v. Alps South Corp*
 - Problem 2-6

Week 7 (Oct. 1 & 3)

#11. Casebook 188-208.

- **Chapter 2, cont'd**
 - Electronic and “Layered” Contracting
 - *Hines v. Overstock.com, Inc.*
 - *De Fontes v. Dell, Inc.*
 - Problem 2-7

#12. Chapter 2 REVIEW PROBLEM (on TWEN).

Week 8 (Oct. 8 & 10)

#13. Casebook pp. 209-28.

- **Chapter 3: Promissory Estoppel & Restitution**
 - Promissory Estoppel (In the Family, Charitable Subscriptions)
 - *Kirksey v. Kirksey*
 - *Harvey v. Dow*
 - *King v. Trustees of Boston University*
 - Problem 3-1

#14. Casebook pp. 228-47.

- **Chapter 3, cont'd**
 - Promissory Estoppel (Promises in Commercial Contexts)
 - *Katz v. Danny Dare, Inc.*
 - *Aceves v. U.S. Bank, N.A.*

Week 9 (Oct. 15; no class on Oct. 17)

#15. Casebook pp. 247-66.

- **Chapter 3, cont'd**
 - Pre-Acceptance Reliance
 - *James Baird Co. v. Gimbel Bros., Inc.*
 - *Drennan v. Star Paving Co.*
 - *Berryman v. Knoch*

Week 10 (Oct. 22 & 24)

#16. Casebook pp. 266-76.

- **Chapter 3, cont'd**
 - Pre-Acceptance Reliance, cont'd
 - *Pop's Cones, Inc. v. Resorts International*
 - Problem 3-2

#17. Casebook pp. 276-308.

- **Chapter 3, cont'd**
 - Restitution
 - *Credit Bureau Enterprises, Inc. v. Pelo*
 - *Commerce Partnership 8098 Limited Partnership v. Equity Contracting Co.*
 - *Watts v. Watts*

Week 11 (Oct. 29 & 31)

#18. Casebook pp. 308-23.

- **Chapter 3, cont'd**
 - Restitution, cont'd

- *Mills v. Wyman*
- *Webb v. McGowin*
- Problems 3-3 & 3-4

#19. Casebook pp. 325-47.

- **Chapter 4: The Statute of Frauds (S/F)**
 - General Principles
 - *Crabtree v. Elizabeth Arden Sales Corp.*
 - *Beaver v. Brumlow*

Week 12 (Nov. 5 & 7)

#20. Casebook pp. 347-71.

- **Chapter 4: The S/F, cont'd**
 - General Principles, cont'd
 - *Alaska Democratic Party v. Rice*
 - Problem 4-1
 - UCC §2-201
 - *Buffaloe v. Hart*
 - Problem 4-2

#21. Casebook pp. 373-85.

- **Chapter 5: Meaning of the Agreement (Interpretation/PER)**
 - Interpretation Principles
 - *Joyner v. Adams*

Week 13 (Nov. 12 & 14)

#22. Casebook pp. 385-405.

- **Chapter 5: Meaning of the Agreement (Interpretation/PER), cont'd**
 - Interpretation Principles, cont'd
 - *Frigalment Importing Co. v. B.N.S.*
 - *C&J Fertilizer, Inc. v. Allied Mutual*

#23. Casebook pp. 405-30.

- **Chapter 5: Meaning of the Agreement (Interpretation/PER), cont'd**
 - PER
 - *Thompson v. Libby*
 - *Taylor v. State Farm Mutual Automobile*

Week 14 (Nov. 19 & 21)

#24. Casebook pp. 431-56.

- **Chapter 5: Meaning of the Agreement (Interpretation/PER), cont'd**
 - PER, cont'd

- *Sherrodd, Inc. v. Morrison-Knudsen, Co.*
- *Nanakuli Paving & Rock Co. v. Shell Oil Co.*
- Problems 5-1 & 5-2

#25. PROBLEMS/WRAP-UP/REVIEW.