

Contracts
Syllabus—Fall 2008
Professor Butterfoss

Required Texts:

Summers and Hillman, "Contract and Related Obligation: Theory, Doctrine, and Practice," (West 5th ed.)

Goals of the course:

Contracts I focuses on the bases for enforcing promises (consideration and related theories) and the requirements for forming an enforceable promise (offer and acceptance). Contracts II will focus on the remedies to be provided when enforceable promises are breached, the interpretation of the meaning of promises made, the determination of whether a promise has been breached, and excuses for failures to perform duties established by a contract. The goals of the course mirror the goals set out in the Preface to the First Edition of the casebook (which appears in the Fifth Edition that you purchased):

- understand the leading rules and principles governing contract and related obligations, including the substantive reasons behind these rules and principles.

- develop substantially the basic lawyer skills required to plan, draft, interpret, counsel, litigate, and negotiate in this field

- understand and deploy general theories of the nature, functions, and limits of contract and related law

- develop the general analytical and critical abilities and attitudes (including a keen regard for facts) that typify the good lawyer

- learn not only the deficiencies of, but also some of what is best about, American contract law, including its intellectual richness and what it teaches us about ourselves and our society

Class rules and information:

1. Regular and punctual class attendance is required. Missing more than 4 sessions is grounds for being withdrawn from the class. Be in your seats ready to begin class at 9:30. Late arrivals are disruptive to the class.

2. Your grade will be determined by a written exam at the end of the semester. I also reserve the right to increase grades based on consistent and high quality class participation, and to lower grades based on excessive absences, consistent late arrivals, or lack of preparation or effort in class.

3. You are required to register on the TWEN course page. Instructions on how to do so will be provided during the first class session.
4. **Laptop policy: use of a laptop during class for purposes unrelated to class (such as checking email, participating in chat rooms, surfing the web, etc.) is prohibited. If you are discovered utilizing the computer for purposes unrelated to class, you will be marked as “absent” for that class.**

Assignments:

[Prepare Assignment 1. for the first class on Thursday, August 21]

1. Preface to First Edition pp. xiii-xvi
 Appendix A pp. 1036-1039
 Introduction pp. 2-26 (Brief White v. Benkowski on p. 21)
2. Introduction pp. 26-34 (Stop at Problem 1-1; do not prepare Problem 1-1)
 Chpt. 2 General Theories of Obligation – Agreement with Consideration
 pp. 43-54 (through Problem 2-2)
 Hardesty v. Smith
 Dougherty v. Salt
3. Consideration continued pp. 54-59
 Maughs v. Porter
 Hamer v. Sidway
 Appendix B pp. 1040-1043
4. Discuss Problem to be distributed in class
5. Consideration continued pp. 59-68
 Baehr v. Penn-O-Tex Oil Corp.
 Neuhoff v. Marvin Lumber and Cedar Co.
 Springstead v. Nees
6. Consideration continued pp. 68-72
 De Los Santos v. Great Western Sugar Co.
 Wood v. Lucy, Lady Duff-Gordon
7. Consideration continued pp. 72-79
 Weiner v. McGraw-Hill, Inc.
 Mattei v. Hooper

8. Introduction pp. 41-42
Obligation from Justified Reliance: Promissory Estoppel pp. 79-91
Kirksey v. Kirksey
Ryerss v. Trustees of Presbyterian Congregation of Blossburg
Seavey v. Drake
Siegal v. Spear & Co.
9. Promissory Estoppel continued pp. 92-111
Wheeler v. White
Hoffman v. Red Owl Stores
Local 1330, United Steel Workers v. United States Steel Corp.
10. Obligation Arising from Unjust Enrichment pp. 111-125
Bloomgarden v. Coyer
Sparks v. Gustafson
Gay v. Mooney
Kearns v. Andree
11. Unjust Enrichment continued pp. 125-143
Anderco, Inc. v. Buildex Design, Inc.
Posner v. Seder
Kelley v. Hance
Britton v. Turner
Watts v. Watts
12. Obligation Arising from Promises for Benefit Received pp. 144-156
Mills v. Wyman
Webb v. McGowin
Harrington v. Taylor
Edson v. Poppe
13. Obligation Arising from Tort pp. 157-172
Maudlin v. Sheffer
Hargrave v. Oki Nursery, Inc.
- Obligation Arising from Form pp. 172-173
14. Obligation Arising from a Statutory Warranty pp. 173-185
Keith v. Buchanan
Webster v. Blue Ship Tea Room
UCC §312-317 TWEN

15. The Statute of Frauds pp. 185-204
Howard M. Schoor Associates, Inc. v. Holmdel Heights Construction Co.
Jonesboro Investment Corp. v. Cherry
McIntosh v. Murphy
16. Chapter 4 Agreements and Promises
Planning, Drafting and the Role of Lawyers pp. 360-380
Stacks v. F & S Petroleum Co.
17. The Nature of Assent pp. 380-396
Embry v. Hargadine, McKittrick Dry Goods Co.
Lucy v. Zehmer
18. The Nature of Assent continued pp. 397-404
Tilbert v. Eagle Lock Co.
Toussaint v. Blue Cross & Blue Shied of Mich.
Raffles v. Wichelhaus
19. The Offer pp. 404-418
Lefkowitz v. Great Minneapolis Surplus Store, Inc.
Courteen Seed Co. v. Abraham
Fairmount Glass Works v. Grunden-Martin Woodenware Co.
Southworth v. Oliver
20. The Acceptance pp. 418-430
Ardente v. Horan
Eliason v. Henshaw
Allied Steel and Converyors, Inc. v. Ford Motor Co.
White v. Corlies
21. The Duration of Offers pp. 430-447 (skip Caldwell v. Cline pp. 440-441)
Akers v. Sedberry, Inc.
Vaskie v. West American Insurance Co.
Marsh v. Lott
22. Duration of Offers continued pp. 447-463
Davis v. Jacoby
Brackenbury v. Hodgkin
Petterson v. Pattberg
Garber v. Harris Trust & Sav. Bank

23. Duration of Offers continued pp. 464-472
James Baird Co. v. Gimbel Bros.
Drennan v. Star Paving Co.
24. Bargaining at a Distance pp. 473-481; 440-441
Adams v. Lindsell
Caldwell v. Cline
Worms v. Burgess
25. Agreements to Agree and Related Matters pp. 481-494
Arnold Palmer Golf Co. v. Fuqua Industries, Inc.
Empro Manufacturing Co., Inc. v. Ball-Co Manufacturing, Inc.
Joseph Martin, Jr. Delicatessen, Inc. v. Schumacher
26. Limits on the Scope of Traditional Offer-Acceptance Analysis pp. 494-497
Contract Formation in the Form Contract Setting pp. 497-521
Daitom, Inc. v. Pennwalt Corp.
Hill v. Gateway 2000
UCC §2-207 TWEN
27. Chapter 6 The Parol Evidence Rule pp. 652-677
Mitchell v. Lath
Masterson v. Sine
Baker v. Bailey
Gold Kist, Inc. v. Carr
Greenfield v. Philles Records, Inc.
28. Parol Evidence Rule continued pp. 678-698
Pacific Gas and Electric Co. v. G.W. Thomas Drayage & Rigging Co.
Eskimo Pie Corp. v. Whitelawn Dairies, Inc.
Harrison v. Fred S. James, P.A., Inc.
Hield v. Thyberg