CONTRACTS SYLLABUS

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REQUIRED TEXTS


NOT REQUIRED (BUT POTENTIALLY USEFUL) TEXTS

Chirelstein, Concepts and Case Analysis in the Law of Contracts. This book provides an informal overview of some of the cases and concepts we'll be discussing. A copy will be on reserve in the library for your use.

Farnsworth, Contracts, (Little Brown). This is a treatise on contracts, offering a narrative summary of the major topics. Treatises can be helpful to gain an overview of a subject area. Other treatises include Calamari & Perillo and Murray. If you choose to consult a treatise (and you are under no obligation to do so), you should use the book that is the most clear to you.

GRADING

Your grade for this course will be based one final examination. There may be additional small quizzes during the semester. Class attendance (which is mandatory) and participation may (at my sole discretion) effect your final grade in either direction (i.e., outstanding class participation may boost your grade; poor participation and/or attendance may lower your grade). If you miss too many classes for any reason, I reserve the right to bar you from taking the final exam. If you know that you must miss a class for any reason, you must let me know before that class is held. If you cannot let me know before, please inform me afterwards.
ASSIGNMENTS

Assignments will be announced in class. If you wish to read ahead, you should follow the syllabus. The assignments listed are gross estimates of what will be covered; at times it may be necessary to add or delete material. We may not cover all the material on the syllabus, but it at least allows you to see where we're going. If you miss class and are uncertain of the next assignment, find out from a classmate.

The pages listed in the assignments refer to pages in Knapp and Crystal and are required reading. For each assignment, read and study the pages designated, together with any relevant section of the Uniform Commercial Code (including the comments) and/or the Restatement Second of Contracts referred to in the text. These materials are contained in the supplement Rules of Contract Law. Where appropriate, the assignment also contains references to Chirelstein. These sections are not required reading but may help illuminate your understanding of the cases and concepts. These page numbers may not be precise but if you look at the book itself you should be able to find the right materials.

Chapter 1: Introduction

1-20 Introduction to the Study of Contract Law

Chapter 2: Enforcing Promises: Bases of Legal Obligation

A. Intention to Be Bound

1. The Objective Theory of Contract

21-33 (Ray)
Chirelstein

2. Offer and Acceptance: Bi-Lateral Contracts

33-51 (Lonergan, Izadi, Normile)

3. Offer and Acceptance: Unilateral Contracts

51-63 (Petterson, Cook, Comment on Remedies)

B. Consideration

1. Defining Consideration
C. Issues in Applying Mutual Assent

2. Irrevocability by Statute: The “Firm Offer”

138-141 Problem 2-2

3. Qualified Acceptance: The Battle of the Forms

143-163 (Princess Cruises, Brown Machine)

4. Postponed Bargaining: The "Agreement to Agree"

167-177, 183-191 (Walker, Comment: The Penzoil/Texaco Case, Problem 2-5 time permitting)

Chapter 3: Liability in the Absence of Bargained for Exchange: Promissory Estoppel and Restitution

A. Protection of Promisee Reliance

1. Promises Within the Family

215-228 (Kirksey, Greiner, Wright)

2. Charitable Subscriptions

Allegheny College (to be distributed)

3. Promises in a Commercial Context

237-253 (Katz, Shoemaker, Comment)

B. Liability for Benefits Received: Restitution

1. Restitution in Absence of a Promise

253-273 (Credit Bureau, Commerce Partnership)
2. Promissory Restitution

286-300 (Mills, Webb, Problem 3-2)

Chapter Four: The Statute of Frauds

303-346 (NOTE: This material will be covered mainly by lecture, you should read and understand all the materials in the assigned pages as preparation for class discussion).

Chapter 5: The Meaning of the Agreement: Principles of Interpretation

A. Principles of Interpretation

349-382 (Joyner, Frigaliment, C& J Fertilizer)

Chapter 7: Avoiding Enforcement

A. Minority and Mental Incapacity

517-526, 534-537 (Dodson, Ortelere v. Teachers' Retirement Board (to be distributed))

B. Duress and Undue Influence

537-556 (Totem Marine, Odorizzi)

C. Misrepresentation & Nondisclosure

556-580 (Syester, Hill, Comment on Lawyers' Professional Ethics)

D. Unconscionability

584-632 (Williams, Higgins, Adler, Comment)

E. Chapter Review

659-661 (Problem 7-4)

Chapter 8: Justification for Nonperformance: Mistake, Changed Circumstances, and Contractual Modification
A. Mistake
663-6684 (Lenawee County, Wil-Fred's, Inc.)

B. Changed Circumstances: Impossibility, Impracticability, and Frustration
684-6711 (Karl Wendt Farm Equipment, Mel Frank Tool)

C. Modification
713-731 (Problem 8-3, Alaska Packer’s, Kelsey-Hayes)

Chapter 10: Consequences of Nonperformance: Material Breach, Anticipatory Repudiation, and Express Conditions

A. Material Breach
783-785, 806-824 (Jacob & Youngs, Inc., Sackett) Chirelstein

B. Anticipatory Repudiation
824-842 (Truman L. Flatt & Sons, Hornell, Problem 10-2)

Chapter 11: Expectation Damages: Principles and Limitations

A. Computing the Value of Expectation Damages
845-868 (Roesch, Handicapped Children’s Education Board, American Standard, Inc.) Chirelstein

B. Restrictions on the Recovery of Expectation Damages: Foreseeability, Certainty, and Causation
868-874 (Hadley) Chirelstein

C. Restrictions on the Recovery of Expectation Damages: Mitigation of
Damages

886-904  (Rockingham County, Havill)
Chirelstein

D. Non Recoverable Damages: Items Commonly Excluded from
Plaintiff’s Damages for Breach of Contract

911-937 (Zapata Hermanos, Erlich, Comment on Recovery of
Punitive Damages for Bad Faith Breach of Contract,  Problem 11-1)

F. Justification for the Expectation Damage Rule

946-964  (Read this section as background.)

Chapter 12: Alternatives to Expectation Damages: Reliance and Restitutionary
Damages, Specific Performance, and Agreed Remedies

A. Reliance Damages

965--983 (Wartzman, Walser)

B. Restitutionary Damages

983-1007 (Coastal Steel, Lancellotti, Ventura, Problem 12-1)

C. Specific Performance

1008-1021 (City Stores Co.)

D. Agreed Remedies

1031-1044  (Westhaven Associates)

Chapter 9:  Rights and Duties of Third Parties

A. Rights of Third Parties as Contract Beneficiaries

MATERIALS TO BE ASSIGNED IF TIME PERMITS

B. Assignment and Delegation of Contractual Rights and Duties
MATERIALS TO BE ASSIGNED IF TIME PERMITS