

Contracts
Professor Nimmer
Course Assignments 1 (Date: 8/9/17)
This supercedes the posted syllabus

I. Basic Introduction

Unit 1: Basics (First day assignment)

Read: Murray: pp 1-8; 10-12; 17-21; UCC 1-201 (pp 788-789)

Consider: what is the difference between “agreement” and “contract”:

Unit 2: What Contract Law Applies?

Read: Murray pp. 8-10; Supple 1 (scope)

II. Finding Contract Obligations

Unit 3: Objective Theory and Intent

Read: Murray 39-44; 46-48; 49-59

Unit 4: Discussion about a deal

Read: Murray 49-59

Unit 5: Indefinite promises

Read: Murray 60—63; Supple 2 (indefinite); UCC § 2-204

Unit 6: Offers and Acceptances

Read: Murray 84-86; 98-105; 109-112;

Unit 7: Making an offer firm: estoppel

Read: 114 - 125

Unit 8: Unilateral contracts:

Read: 129—33; 144-146 ---

Unit 9: Acceptance

Read: Murray 152-156; Supple 3 (Zeid)

Unit 10: Rolling contracts or conflicting forms

Read: Murray 172-180; 193-195

Unit 11: On-line contracts

Read: Supp. 4 (Online) (too long)

Unit 12: Consideration 1:

Read: Murray 25- 37; 200-205

Unit 13: Consideration 2:

Read: Murray 212-215; 218-227

Unit 14: Mutuality

Read: Murray 231-242

Pay attention to the Problem on page 238; is there a contract?

III Terms

Unit 15: Modifications

Read: Murray 245-248; 253-262; Supple-5 (modify)

Unit 16: Statute of Frauds

Read: Murray 307-309; 323-340

Unit 17: Electronic Contracts (CHANGE)

Read: Murray 341-346; Supple-6 (electronics)

Unit 18: Parol evidence

Read: Murray 357-371

Unit 19: Extrinsic evidence

Read: Murray 371-380; 392-397

Unit 20: Interpretation

Read: Murray 402-413; Supp. 7 (merger)

Consider a comprehensive merger clause and what evidence outside the written contract the clause does not preclude the court from considering

Unit 21: Mistake/ Ambiguity

Read: Murray 419-20; 421-25; 430-433; 442-444

Unit 22: Public Policy Issues: unconscionability

Read: Murray 447-448; 452-57; UCC 2-302; 468-474

Unit 23: Unconscionability

Read: Supp 8 (unconsc)

Unit 24: Public policy: arbitration

Read: Supp 9 (arbitrate)

Unit 25: Public policy: non-compete

Read: Murray 501-509; Supp 10 (nondisclose)

IV. Performance

Unit 26: Conditions

Read: Murray 521-533

Unit 27: Payment conditions..

Read: Murray 533-536; Supple 11 (pay)

What language you would use to make clear that a subcontractor in a construction project does not get paid unless the general contractor gets paid. Also, consider, without any language, if the general K does not get paid, can the sub K sue the Client for what it was owed?

Unit 28: Conditions again

Read: Murray 539-553

Unit 29: Waiver

Read: Murray 557-560; UCC 2-612; Supple 12 (waiver)

What is the best argument that non-waiver contract language cannot be waived?

Unit 30: Material Breach

Read: Murray 560-572

Unit 31: Obligations

Read: Supple 13 (oblig)

What would be an effective disclaimer in a transaction in goods? What would be effective in one in services?

Unit 32: Repudiation

Read: Murray 583-590; 592-596

Unit 33: Excuse

Read: Murray 607-613; 622-630

Unit 34: Third party beneficiaries

Read: Murray 714 – 722; Supp. 14

Unit 35: Remedies

Read: Murray 633 - 642; 648-651; 663-668

Unit 36: UCC Remedies

Read: Murray: 656-658

Unit 37: Liquid Damages

Read: Murray: 668-670; Supp 15