

Contracts Syllabus  
Spring 2015  
Version 1.0  
Section PT

Professor Chandler  
TTH 6:00p-7:20p W 7:30p-8:50p

I.

Primary Materials: CONTRACTS—THE CASEFILE METHOD (available for approximately \$54.95 in electronic form at <http://www.casefilemethod.com/Default.aspx>; Tina Stark, Drafting Contracts, How and Why Lawyers Do What They Do (2d ed.).

II.

Course objectives: By the end of this course, you should be able to (1) establish whether a contract has been formed; (2) interpret the contract's terms; (3) determine whether a contract has been breached; (4) determine whether the breach is excused; (5) determine what damages, if any, there are for a contract's breach; (6) determine what, if any, remedies are available to an aggrieved party or third party if a court determines that a contract was not formed; (7) be able to draft enforceable and sensible basic contracts; (8) be able intelligently to review contracts.

III.

Evaluation: Your performance will be evaluated based on the following:

15% -- "10 minute of fame" classroom presentation as discussed below  
25% -- In class midterm examination  
10% -- Contract drafting exercise submissions  
50% -- Final examination

I reserve the right to raise or lower your grade by one unit based on extraordinarily good (or bad) contributions to the class, including insightful classroom comments, and other demonstrations of intelligent leadership.

IV.

Attendance and Preparation: I call on students randomly. By entering the classroom, students warrant that they are generally prepared for all material assigned on the syllabus through the date of class to the standard of a reasonable law student and that, in particular, they have prepared responses to any problem

assigned for that day. Students wishing to disclaim the warranty may do so by sitting in the back row of the classroom. Breach of a non-disclaimed warranty may result in my lowering your grade one unit. Regarding attendance, I will distribute a roll sheet at some point during the class. You must not fail properly to sign the roll sheet (or be constructively absent) on more than eight occasions on which it is distributed. It is your responsibility to determine your attendance status via communication with my secretary. Violation of the attendance rule will result in an inability to take the final exam in this course. It is your responsibility to sign the roll sheet during the class in which it is circulated. Please do not come to be the day after or later and ask to sign the roll. Deal with the issue before we break up. Also, it is a falsification of an attendance record to sign a roll sheet for a class session that you did not attend almost all of. Also, please avoid entering late or leaving prematurely and use the restroom before class. Leaving and reentering is distracting to other students and to me.

V.

Pedagogical Method: Much of law school uses the sequential study of appellate cases as the main method of instruction. "Learning to think like a lawyer" consists of linking and reconciling the studied cases so that, at the end, you have a mental map of the subject area that should be a sort of internal "Restatement" of the law. There is much to be said for this method, and you will find me falling more often than I might like into its basin of attraction. But in other ways it is poor preparation for the practice of law. Clients do not come to you with a cluster of appellate cases. They come to you with personalities, contexts, and problems. And it is often your job to use the instruments of law to pursue their interests. The CASEFILE method that I will be using in this class helps simulate that real world. In CASEFILE, you are an actor in a real jurisdiction (generally a young associate in a law firm). A client comes to you with a problem and wants your help. Quite unrealistically, a packet of cases and statutes (the case file) magically appears before you with information that should be relevant to your problem. Your job is then to advocate on behalf of the client. Is this approach more than the traditional method in disguise with characters conjured up in order to enliven study of the law? Perhaps. But it also helps shift your focus to what may be a more mature one in which the law is seen not just as a bunch of cases and abstractions but as a tool for actually solving, in an ethical way, the problems of real people.

VI.

Ten Minutes of Fame: You will be selected to present a casefile in advance. The chart showing the correspondence between casefile and presenter and date is available on Blackboard. If for some reason, you can not meet the deadlines set forth in the chart, let me know as soon as possible; it may be possible to trade with another student.

You will present by creating a video that lasts less than 10 minutes. Students should watch it in advance if possible and we will view it in class. In the video you should either explain to your client or the managing partner your legal analysis and recommendation. Your video may include: (a) the participation of a simulated client or managing partner (perhaps your significant other, a classroom friend, out-of-work actor); (b) a look at the text of the casefile and case materials; (c) a Powerpoint or other textual information; (d) anything else that you think will help communicate your ideas. You will be judged on the clarity of your analysis, the appropriateness of the communication, and its ability to stimulate class discussion. You should assume your client knows the facts of the case pretty well and the partner knows a little bit. I do not intend this to be a class in video editing or production values. A simple smart phone should be sufficient to create the video, but if you want to get fancier that is your privilege. If any student does not have the technology with which to create a video, please let me know in advance and I will make sure that you are provided with basic materials.

The video should be made available to the class the night before class through a mechanism involving Blackboard that I will further discuss. It should be in MP4 format. You should discuss with me your ideas for the video one week in advance of the applicable classroom session. This can be done either before class, during office hours, or by phone/Skype at a mutually agreeable time.

I will model 2 presentations early in the course so you will see the kind of thing I have in mind.

You are free to show your 10 minutes of fame video to prospective employers to show them what you can do.

VII.

The Midterm. The midterm examination will consist approximately half of multiple choice questions and a “mini case file” that will require an essay response.

VIII.

In the final third of the course, we switch to what most “contracts lawyers” really do, which is draft and review contracts. You will learn about all the basic aspects of contract drafting, including contractual components. I understand that you have addressed much of this material in your LSS course but it is so important that I believe a second round through the material is worthwhile. I teach this material in part because I find it interesting in and of itself, but also because the process of synthesizing a contract forces you to clarify and make concrete your understanding of contract law. It will also force you to use clear and concise written language, a skill which will carry over to all areas of legal practice. I am confident that this portion of the course will significantly improve your understanding of contract law and will enable you to better integrate your review of law and fact when working

for real clients.

IX.

The only way I know of to learn how to draft contracts is to practice. This work is important but challenging. In order to make the workload manageable for the final third of the course and to emulate the behavior of many law practices, I want you to create your own law firms of up to three to four students. As in a real firm, it will be up to the participants to ensure active participation by all members; please realize that on the final exam all students will need to know how to perform the tasks addressed in this segment of the course. Please let me know by Monday, April 3, the names of all the lawyers in each lawfirm. Pick your partners with care. I will ask firms to submit their responses to the exercises 24 hours before class. We will then examine those responses in class. To facilitate this practice, students should prepare their exercises using Google Docs. (If you don't know how to use this program, learn. You do not need a gmail account to use this service). To promote readability on the projector, students responses should use a 16 point Arial font and 1.5 space.

X.

This course is not as heavy on "doctrine" as some other contracts courses. I do not, for example, cover the many intricacies of the statute of frauds as thoroughly as some others. For those questing for more black letter law, the most efficient way I know to learn the subject is to read the Restatement of Contracts (Second). I have provided an excerpted version of this document on the course materials page. Many of the commercial supplements are basically recapitulations of the Restatement.

XI.

We have an excellent tutor for this course -- me. Please feel strongly encouraged to ask questions and seek out help.

XII.

Classroom Computer Use Policy. During class students may use computing devices (including, without limitation, laptops, netbooks, smart phones or devices similar to iPads) to take notes, review course materials, or review materials directly related to the topic under discussion. Students may not use computing devices in a way that does not relate directly to current classroom activities. If you have obligations at work, either tell people before hand that you will be unavailable for 90 minutes or deal with the work stuff and just take an absence for the day. Here is a non-exclusive list of per se violations: having an e-mail client open; having a chat or messaging client open; interacting with Facebook, Twitter, Instagram, Vine or social networking sites, visiting a web site that does not

relate directly to the topic under discussion; any sort of game playing or viewing of any animation; playing games or watching movies. I reserve the right to enforce this rule by any reasonable means. I also reserve the right, as an experiment, to declare certain classes or portions of classes as "computing device free," during which I will insist that laptops, phones, etc. be turned off and put away. Persons found to have violated computer use rules may not use computing devices in my class for the remainder of the semester.

XIII.

Office hours:

A. Office hours will be on Wednesdays (2:30-4) in his office or by appointment.  
Best way to reach Professor Chandler: email me at [schandler@uh.edu](mailto:schandler@uh.edu)

XIV. Website

The course website is on Blackboard. Please check it frequently.

XV. Contracts philosophies.

Professor Chandler's contracts philosophy: Contract law is fascinating for a number of reasons. First, along with concepts of property, its evolution in the United States and a largely parallel evolution across much of the world has been the engine for the capitalist economy that has increased material wealth over the past several centuries. So, simply to understand, manipulate, and possibly appreciate the world one inhabits, a thorough understanding of contract law is important and desirable. You will have been given the tools to acquire this power by the end of the semester. Second, testing contract law against modern economic theory is intriguing. Many contract rules were developed when the formalisms and perhaps some of the insights of economic theory had not yet developed. So it is interesting to see how the rules that resulted correspond to various economic theories, including game theoretic models and the new insights of behavioral economics. Third, contracts relates to a personal interest in software architecture and computation: just as software is generally supposed to yield meaningful results over an almost infinite variety of data and events, so too contracts and contract law combine to yield allocations of property and responsibilities over all possible world states. Using the primitives of natural language in a parsimonious way to achieve the desired allocations helps sharpen lawyers' thoughts and benefits the world by enhancing trade and reducing disputes.