

Contracts Syllabus, Dow, Fall 2019.

There is no book for this class, because the book I prefer is out of print. As a result, I will distribute the material electronically. (Some of you may well prefer to locate and purchase a used copy, but you certainly need not do so; page numbers below refer to the third edition of the book, which is Kessler, Gilmore, & Kronman, Contracts (3d ed. Little Brown).)

Please direct all administrative questions to my assistant, Lillian White (lawwhite@central.uh.edu; 713-743-7674).

Your grade will be based primarily on a final exam. In addition, up to 30 percent of the grade may be based on class performance, which includes class attendance.

My office is room 120, BLB. My office hours are Tuesdays, from 230 until 4, and by appointment. I do not typically reply quickly to email, so you should not contact me by email if your issue requires immediate attention; however, if you have a nonurgent matter, please do not hesitate to email me at ddow@central.uh.edu. My direct line is 713-743-2171.

date	assignment	week
tu 08-20	introduction	1
we 08-22	Hawkins v. McGee, 84 N.H. 114, 146 A. 641 (N.H. 1929). the official version is: http://madisonian.net/downloads/contracts/hawkins.pdf NB: you should download a copy of this case for yourself; i will not distribute it.	1
th 08-22	no class	1
tu 08-27	Overview of Doctrine: Rule and Counter-rule. Hurley v. Eddingfield, p. 56. Cotnam v. Wisdom, p. 163. Continental Forest, p. 67. Boston Ice Co. v. Potter, p. 1504.	2
we 08-28	Taft v. Hyatt, p. 377. Noble v. Williams, p. 76.	2

	Sommers v. Putnam Bd. of Educ., p. 168. Davis & Co. v. Morgan, p. 77. Schwartzreich, p. 79.	
th 08-29	Wood v. Boynton, p. 84. Sherwood v. Walker, p. 887. Laidlaw v. Organ, p. 89.	2
tu 09-03	Hadley v. Baxendale, p. 106. Shaw v. Shaw, p. 154. Upton-on-Severn, p. 171. Vickery v. Ritchie, p. 173.	3
we 09-04	OFFER AND ACCEPTANCE: Indefinite contracts. Lefkowitz, p. 183. Jenkins ToWel Service, p. 186. Moulton v. Kershaw, p. 190.	3
th 09-05	cont'd.	3
tu 09-10	Modes of acceptance. Prescott v. Jones, p. 238. Carlill v. Carbolic SMOke Ball Co., p. 373	4
we 09-11	Firm offers. Dickinson v. Dodds, p. 316. Baird, p. 323. Drennan, p. 326.	4
th 09-12	Output contracts.	4

	Eastern Air Lines, Inc., p. 428. Utah Int'l, Inc., p. 437. Schlegel Mfg. Co., p. 446.	
tu 09-17	Correspondence. Cushing v. Thompson, p. 349. Rhode Island Tool Co., p. 354. (Note on <i>Dick</i> , pp. 367-68.).	5
we 09-18	“Unilateral” agreements. Davis v. Jacoby, p. 385. Crook v. Cowan, p. 391.	5
th 09-19	Forms. Roto-Lith, Ltd., p. 260.	5
tu 09-24	CONSIDERATION: Gratuitous promises and reliance. Siegel v. Spear, p. 285. Underwood Typewriter Co., p. 294. Feinberg. v. Pfeiffer, p. 308. Kirksey v. Kirksey, p. 473. DevecMon v. Shaw, p. 480.	6
we 09-25	Hamer v. Sidway, p. 483. De Cicco v. SchWeizer, p. 494. Allegheny College, p. 501.	6
th 09-26	cont’d.	6
mo 09-30	Adequacy (and peppercorns). Haigh v. Brooks, p. 564.	from rave

	Note on <i>Jackson</i> , p. 569. Read pages 705-07. Real Estate Co. of Pittsburgh, p. 716. Krell v. Codman, p. 728.	
tu 10-01	cont'd.	7
we 10-02	Goulet v. Goulet, p. 730. Aller v. Aller, p. 731. Schnell v. Nell, p. 737. Pillans & Rose, p. 744.	7
th 10-03	no class: rave day	7
mo 10-07	Moral consideration. Gillingham v. Brown, p. 512. Eastwood v. Kenyon, p. 519. Mills v. Wyman, p. 523. C---- v. W----, p. 527. Webb v. McGowin, pp. 539, 543.	from rave
tu 10-08	Good faith and illusory promises. Balfour v. Balfour, p. 116. Davis v. Gen. Foods, p. 121. Armstrong v. M'Ghee, p. 128. Petterson v. Pattberg, p. 689. Wood v. Lucy, Lady Duff-Gordon, p. 451.	8
we 10-09	STATUTE OF FRAUDS. Read pages 753-57. Eastwood v. Kenyon, p. 760. Note, pages 768-70. Bader v. Hiscox, p. 770. Doyle v. Dixon, p. 773.	8

	Boone v. Coe, p. 808. Crabtree v. Elizabeth Arden, p. 783. Imperator Realty v. Tull, p.801.	
th 10-10	no class: rave day	8
tu 10-15	UNCONSCIONABILITY. Williams v. Walker-Thomas FurniTure Co., p. 596. Patterson v. Walker-Thomas FurniTure Co., p. 603. Jones v. Star Credit Corp., p. 607.	9
we 10-16	READJUSTMENTS OF GOING DEALS. Stilk v. Myrick, p. 651. Foakes v. Beer, p. 668. Hackley v. Headley, p. 674.	9
th 10-17	PAROL EVIDENCE AND RULES OF INTERPRETATION. Crawford v. France, p. 832. Mitchill v. Lath, p. 837. Danann Realty Corp., p. 843. Zell, p. 852. Read pages 861-69. Raffles v. Wichelhaus, p. 869.	9
mo 10-21	THIRD PARTY BENEFICIARIES. Read pp. 1329-33. Laurence v. Fox, p. 1333. Seaver v. Ransom, p. 1356. Skim pp. 1361-64. Sacony-Vacuum Oil Co., p. 1364. Lucas v. Hamm, p. 1371. Copeland v. Beard, p. 1421.	from rave

tu 10-22	<p>ASSIGNMENT AND DELEGATION.</p> <p>Read pp. 1441-43. Speelman v. Pascal, p. 1492. Langel v. Betz, p. 1500. British Waggon Co., p. 1507. Arkansas Valley Smelting Co., p. 1511 (through p. 1520).</p>	10
we 10-23	cont'd.	10
th 10-24	no class: rave day	10
te 10-29	<p>REMEDIES:</p> <p>Generally.</p> <p>Acme Mills & Elevator Co., p. 1061. Re-read Hawkins v. McGee. Sullivan v. O'Connor, p. 131</p>	11
we 10-30	<p>Money damages.</p> <p>Re-read Hadley v. Baxendale, p. 106. Freund v. Washington Square Press, p. 1113. Jacob & Young, Inc. v. Kent, p. 1042. Peevyhouse v. Garland Coal, p. 1119.</p>	11
th 10-31	cont'd.	11
tu 11-05	<p>Sales of goods.</p> <p>Gainsford v. Carroll, p. 1129. Panhandle Agri-Service, Inc., p. 1134. (Read carefully UCC §§ 2-712, 2-713.) Globe Refining Co., p. 1144 (N.B. question 7, p. 1151).</p>	12

we 11-06	<p>Specific performance and reliance interest.</p> <p>Lumley v. Wagner, p. 1075. Stokes v. Moore, p. 1079. Campbell Soup Co. v. Wentz, p. 1097. Security Stove & Mfg. Co., p. 1188.</p>	12
th 11-07	<p>REMEDIES AND DISCHARGE:</p> <p>Anticipatory breach, repudiation, and duty to mitigate.</p> <p>Daniels v. Newton, p. 1270. Roehm v. Horst, p. 1279.</p>	12
tu 11-12	<p>Missouri Furnace Co., p. 1301. Oloffson v. Coomer, p. 1308. Clark v. Marsiglia, p. 1313.</p>	13
we 11-13	<p>Controlling liability.</p> <p>Henningsen v. Bloomfield Motors, p. 1243. Fair v. Negley, p. 1257</p>	13
th 11-14	<p>PROBLEMS OF PERFORMANCE:</p> <p>Mistake, Impossibility, and Frustration.</p> <p>Taylor v. CaldWell, p. 920. Krell v. Henry, p. 926.</p> <p>Conditions and Substantial Performance.</p> <p>Norrington v. Wright, p. 990 (through p. 1007). Miron v. Yonkers Raceway, p. 1007. Britton v. Turner, p. 1021.</p>	13
tu 11-19	<p>TBD;</p> <p>NB: questions for final review due by 5 p.m. monday nov 18.</p>	14

we 11-20	review; practice exam distributed.	14