

Contracts Syllabus, Dow, Fall 2015.

Page numbers on this syllabus refer to Kessler, GilMore, & Kronman, Contracts (3d ed. Little Brown), which (alas) is out of print. However, it is a terrific book, and if you can find a copy, I recommend you acquire it. In the event you either (a) cannot find a copy or (b) do not really want to buy it, copies of the class materials are available for download on my UH faculty webpage; <http://www.law.uh.edu/faculty/ddow2/dpage2/online-teaching.html>. This material will be what I teach, what we discuss, what you are responsible for knowing, and what, in my judgment; you need to know to know contract law.

Please direct all administrative questions to my assistant, Charlette Jefferson (cmjeffer@central.uh.edu; 713-743-2120).

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. Ms. Jefferson she sits outside my office. My office hours are Tuesdays, from 1 until 3, and by appointment.

date	assignment	week
Mo 08-24	introduction	1
Tu 08-25	Hawkins v. McGee, 84 N.H. 114, 146 A. 641 (N.H. 1929). the official version is: http://madisonian.net/downloads/contracts/hawkins.pdf	1
We 08-26	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.	1
Mo 08-31	Labor Day; no class.	2
Tu 09-01	Taft v. Hyatt, p. 377. Noble v. Williams, p. 76. Sommers v. Putnam Bd. of Educ., p. 168.	2

	Davis & Co. v. Morgan, p. 77. Schwartzreich, p. 79.	
We 09-02	Wood v. Boynton, p. 84. Sherwood v. Walker, p. 887. Laidlaw v. Organ, p. 89.	2
Mo 09-07	Hadley v. Baxendale, p. 106. Shaw v. Shaw, p. 154. Upton-on-Severn, p. 171. Vickery v. Ritchie, p. 173.	3
Tu 09-08	OFFER AND ACCEPTANCE: Indefinite contracts. Lefkowitz, p. 183. Jenkins ToWel Service, p. 186. Moulton v. Kershaw, p. 190.	3
We 09-09	TBA.	3
Mo 09-14	Modes of acceptance. Prescott v. Jones, p. 238. Carlill v. Carbolic SMOke Ball Co., p. 373	4
Tu 09-15	Firm offers. Dickinson v. Dodds, p. 316. Baird, p. 323. Drennan, p. 326.	4
We 09-16	Output contracts. Eastern Air Lines, Inc., p. 428. Utah Int'l, Inc., p. 437. Schlegel Mfg. Co., p. 446.	4

Mo 09-21	<p>Correspondence.</p> <p>Cushing v. Thompson, p. 349. Rhode Island Tool Co., p. 354. (Note on <i>Dick</i>, pp. 367-68.).</p>	5
Tu 09-22	<p>“Unilateral” agreements.</p> <p>Davis v. Jacoby, p. 385. Crook v. Cowan, p. 391.</p>	5
We 09-23	<p>Forms.</p> <p>Roto-Lith, Ltd., p. 260.</p>	5
Mo 09-28	<p>CONSIDERATION:</p> <p>GraTuitous promises and reliance.</p> <p>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.</p>	6
Tu 09-29	<p>Hamer v. Sidway, p. 483. De Cicco v. SchWeizer, p. 494. Allegheny College, p. 501.</p>	6
We 09-30	<p>Cont’d.</p>	6
Mo 10-05	<p>Adequacy (and peppercorns).</p> <p>Haigh v. Brooks, p. 564. Note on <i>Jackson</i>, p. 569. Read pages 705-07. Real Estate Co. of Pittsburgh, p. 716. Krell v. Codman, p. 728.</p>	7

Tu 10-06	Cont'd.	7
We 10-07	Goulet v. Goulet, p. 730. Aller v. Aller, p. 731. Schnell v. Nell, p. 737. Pillans & Rose, p. 744.	7
Mo 10-12	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.	8
Tu 10-13	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 10-14	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. Boone v. Coe, p. 808. Crabtree v. Elizabeth Arden, p. 783. Imperator Realty v. Tull, p.801.	8
Mo 10-19	UNCONSCIONABILITY. Williams v. Walker-Thomas FurniTure Co., p. 596.	9

	Patterson v. Walker-Thomas Furniture Co., p. 603. Jones v. Star Credit Corp., p. 607.	
Tu 10-20	READJUSTMENTS OF GOING DEALS. Stilk v. Myrick, p. 651. Foakes v. Beer, p. 668. Hackley v. Headley, p. 674.	9
We 10-21	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 10-26	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.	10
Tu 10-27	ASSIGNMENT AND DELEGATION. 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).	10
We 10-28	Review or TBA	10
Mo	REMEDIES:	11

Mo 11-02	<p>Generally.</p> <p>Acme Mills & Elevator Co., p. 1061. Re-read Hawkins v. McGee. Sullivan v. O'Connor, p. 131</p>	
Tu 11-03	<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
We 11-04	<p>Cont'd.</p>	11
Mo 11-09	<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
Tu 11-10	<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
We 11-11	<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

Mo 11-16	Missouri Furnace Co., p. 1301. Oloffson v. Coomer, p. 1308. Clark v. Marsiglia, p. 1313.	13
Tu 11-17	Controlling liability. Henningsen v. Bloomfield Motors, p. 1243. Fair v. Negley, p. 1257	13
We 11-18	PROBLEMS OF PERFORMANCE: Mistake, Impossibility, and Frustration. Taylor v. CaldWell, p. 920. Krell v. Henry, p. 926. Conditions and Substantial Performance. Norrington v. Wright, p. 990 (through p. 1007). Miron v. Yonkers Raceway, p. 1007. Britton v. Turner, p. 1021.	13
Mo 11-23	Substantive review (NB: questions due no later than noon, Friday, Nov 20); practice exam distributed.	
Tu 11-24 We 11-25	No class.	
Mo 11-30	Optional review, practice exam.	