

Contracts Syllabus and Policies, Dow, Fall 2022.

There is no book for this class because the book I prefer is out of print. As a result, the material will be available electronically. The text from which the electronic materials are reproduced (with permission of the copyright holder) is Kessler, Gilmore, & Kronman, Contracts (3d ed. Little Brown), and page numbers below refer to the third edition of the book. (Some of you may prefer to locate and purchase a used copy of the casebook. If you do purchase the book, please be sure to purchase the 3d (and final) edition, because the other editions omit many of the assigned cases.)

Your assignments include reading from the beginning of the assigned case up to the next principal case in the materials -- that is, your assignments include reading not only the case, but also the notes following the case (up to the next principal case in the materials).

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

General policies (including communicating with me):

During the first class session, I will address how you should prepare for this class. Because class participation can count for up to 25% of your final grade, I encourage you to pay careful attention when I discuss preparation.

As a rule, if I address an issue or topic in class I will not address it privately to individual students. Accordingly, if you miss a class, and want to learn what we discussed during that class, you should arrange either to have a classmate record the class for you, or to take notes.

The preferred method for asking me questions is during class time -- not before class, not after class, not in the hallway. Similarly, because I prefer not to answer questions for some but not for others, my practice is to not answer substantive questions in private emails; thus, while you may certainly email me substantive questions, I will not answer them in private emails. I will answer them either in class or in an email to the entire class.

You also should not hesitate to call me; my direct line is 713-743-2171. Even if I am not in my office, you may leave a detailed message, and I will receive a notification you have called.

My office hours this semester will be from 1 - 230, on Mondays and Tuesdays. If you wish to visit me at a time other than office hours, please email me to schedule an office visit. (Take note of the information below concerning email.) For any administrative matters other than scheduling an office visit, please contact my assistant.

You should not use email to communicate with me if your communication is time-sensitive. If your goal is to communicate with me rapidly, either call me, or, better still, contact my administrative assistant, who knows how to find me.

Important information for email communication: I have very aggressive spam filters. If you send an email and wish to avoid having your email go into a spam folder, you should include, on the subject line, the words: **"dow, contracts, fall 2022"** (without the quotation marks (not case-sensitive)). You may include additional words as well (e.g., "question," "clarification," "out sick," etc.), but if you send an email without including those required words on the subject line, there is a good chance I will never read it.

Policies concerning class preparation and assessment:

The following syllabus represents my best sense of what we will cover in each class. Where the syllabus states "cont'd," it means we will continue discussing material from the preceding class; where the far right column of the syllabus reads "(L)," it means I will lecture that day. On all days when I do not lecture, the class will be mostly, if not entirely, Socratic.

You should come to class prepared to discuss the materials assigned for that day. "Prepared to discuss" means, at a minimum, the following:

You are in complete command of the facts of the case (i.e., what happened).

You are in complete command of the legal arguments made by the parties.

You are in complete command of how the court resolved the dispute (i.e., who won, and why).

You can define every word, term, and phrase in the opinion.

I will discuss administrative matters (including how I will call on people, how I will address people, my suggestions concerning briefing, and so on) at the beginning of our first class session. We will then turn to the first case.

Daily assignments:

date	assignment	notes
mo 08-22	introduction; Hawkins v. McGee, 84 N.H. 114, 146 A. 641 (N.H. 1929). the official version is: http://madisonian.net/downloads/contracts/hawkins.pdf	
tu 08-23	Overview of Doctrine: Rule and Counter-rule. Hurley v. Eddingfield, p. 56. Cotnam v. Wisdom, p. 163. Continental Forest, p. 67.	
we 08-24	Overview of Doctrine: Rule and Counter-rule, cont'd. Boston Ice Co. v. Potter, p. 1504. Taft v. Hyatt, p. 377. Davis & Co. v. Morgan, p. 77.	
mo 08-29	Overview of Doctrine: Rule and Counter-rule, cont'd. Schwartzreich, p. 79. Wood v. Boynton, p. 84. Sherwood v. Walker, p. 887. Hadley v. Baxendale, p. 106.	
tu 08-30	Overview of Doctrine: Rule and Counter-rule, cont'd. Shaw v. Shaw, p. 154. Upton-on-Severn, p. 171.	

we 08-31	OFFER AND ACCEPTANCE: Indefinite contracts. Lefkowitz, p. 183. Jenkins Towel Service, p. 186. Moulton v. Kershaw, p. 190.	
mo 09-05	Modes of acceptance. Prescott v. Jones, p. 238. Carlill v. Carbolic Smoke Ball Co., p. 373	
tu 09-06	Firm offers. Dickinson v. Dodds, p. 316. Baird, p. 323. Drennan, p. 326.	
we 09-07	Output contracts. Eastern Air Lines, Inc., p. 428. Schlegel Mfg. Co., p. 446.	
mo 09-12	Correspondence. Cushing v. Thompson, p. 349. Rhode Island Tool Co., p. 354. (Note on <i>Dick</i> , pp. 367-68.). So-called “Unilateral” agreements. Davis v. Jacoby, p. 385. Crook v. Cowan, p. 391	

tu 09-13	<p>Forms.</p> <p>Roto-Lith, Ltd., p. 260.</p> <p>CONSIDERATION:</p> <p>Gratuitous promises and reliance.</p> <p>Siegel v. Spear, p. 285. Feinberg v. Pfeiffer, p. 308. Kirksey v. Kirksey, p. 473. Devecmon v. Shaw, p. 480.</p>	L on forms (but not on consideration cases).
we 09-14	<p>De Cicco v. Schweizer, p. 494. Allegheny College, p. 501.</p>	
mo 09-19	<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>	
tu 09-20	<p>Goulet v. Goulet, p. 730. Aller v. Aller, p. 731. Schnell v. Nell, p. 737. Pillans & Rose, p. 744.</p>	
we 09-21	<p>Moral consideration.</p> <p>Gillingham v. Brown, p. 512. Eastwood v. Kenyon, p. 519.</p>	

	<p>Mills v. Wyman, p. 523. C---- v. W----, p. 527. Webb v. McGowin, pp. 539, 543.</p>	
<p>mo 09-26</p>	<p>Good faith and illusory promises.</p> <p>Balfour v. Balfour, p. 116. Davis v. Gen. Foods, p. 121. Armstrong v. M'Ghee, p. 128. Pettersen v. Pattberg, p. 689. Wood v. Lucy, Lady Duff-Gordon, p. 451.</p>	
<p>tu 00-27</p>	<p>STATUTE OF FRAUDS.</p> <p>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.</p>	L
<p>we 09-28</p>	<p>UNCONSCIONABILITY.</p> <p>Williams v. Walker-Thomas Furniture Co., p. 596. Patterson v. Walker-Thomas Furniture Co., p. 603. Jones v. Star Credit Corp., p. 607.</p>	
<p>mo 10-03</p>	<p>READJUSTMENTS OF GOING DEALS.</p> <p>Stilk v. Myrick, p. 651. Foakes v. Beer, p. 668. Hackley v. Headley, p. 674.</p>	
<p>tu 10-04</p>	<p>cont'd.</p>	

we 10-05	TBA	
mo 10-10	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.	L
tu 10-11	cont'd.	
we 10-12	THIRD PARTY BENEFICIARIES. Read pp. 1329-33. Laurence v. Fox, p. 1333. Seaver v. Ransom, p. 1356. Skim pp. 1361-64. Lucas v. Hamm, p. 1371. Copeland v. Beard, p. 1421.	
mo 10-17	cont'd.	
tu 10-18	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).	

we 10-19	cont'd.	
mo 10-24	REMEDIES: Generally. Acme Mills & Elevator Co., p. 1061. Sullivan v. O'Connor, p. 131.	
tu 10-25	Money damages. Re-read Hadley v. Baxendale, p. 106. Jacob & Young, Inc. v. Kent, p. 1042. Peevyhouse v. Garland Coal, p. 1119.	
we 10-26	cont'd. or TBA.	
mo 10-31	Money damages, cont'd. [cases, TBA]	
tu 11-01	Sales of goods. 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).	

we 11-03	no class or TBA	
mo 11-07	Specific performance and reliance interest. Lumley v. Wagner, p. 1075. Stokes v. Moore, p. 1079.	
tu 11-08	Specific performance and reliance interest, cont'd. Campbell Soup Co. v. Wentz, p. 1097. Security Stove & Mfg. Co., p. 1188.	
we 11-09	REMEDIES AND DISCHARGE: Anticipatory breach, repudiation, and duty to mitigate. Daniels v. Newton, p. 1270.	
mo 11-14	Anticipatory breach, repudiation, and duty to mitigate, cont'd. Roehm v. Horst, p. 1279. Clark v. Marsiglia, p. 1313.	
tu		

11-15	PROBLEMS OF PERFORMANCE: Mistake, Impossibility, and Frustration. Taylor v. Caldwell, p. 920. Krell v. Henry, p. 926.	
we 11-16	Conditions and Substantial Performance. Norrington v. Wright, p. 990 (through p. 1007). Miron v. Yonkers Raceway, p. 1007. Britton v. Turner, p. 1021.	
mo 11-21 through we 11-23	thanksgiving week; no class	
mo 11-28	final monday; concept review	
tu 11-29	penultimate class; exam review	
we 11-30	no class or TBA	