

CLASS INFORMATION AND ASSIGNMENT SCHEDULE

COURSE DESCRIPTION

This course examines the formation, interpretation, enforcement, and administration of agreements. Most of our class time will be devoted to the topics of contract formation and remedies.

ACCESS TO INSTRUCTOR

My office is located room 330A. My telephone number is 407.254.3260. If you need to discuss class or other matters, stop by, an appointment is unnecessary. If the door is closed, please knock. I will also be available immediately following class.

CLASS HOURS AND LOCATION

Class will meet in room 253 from 4:00 p.m. – 5:15 p.m. on Tuesday and Thursday, weekly.

REQUIRED BOOKS

- Lon L. Fuller and Melvin Aron Eisenberg, *Basic Contract Law* (8th ed. 2006).
- Burton & Eisenberg, *Contract Law: Selected Source Materials* (2007 ed.)

RECOMMENDED BOOKS

- Grant Gilmore, *The Death of Contracts* (1974)
- P.S. Atiyah, *Essays on Contracts* (1995)
- M.A. Chirelstein, *Concepts and Case Analysis in the Law of Contracts* (7th ed. 2006).
- D. Quinn, *Ishmael: An Adventure of Mind and Spirit* (1992).
- J. Murray, Jr. *Murray on Contracts* (4th ed, 2001)
- Walter Mosley, *Working on The Chain Gang* (2000).
- Charles Reich, *The Greening of America* (1970)

YOUR GRADE

Your course grade will be determined by your performance on a 4-hours final examination which will be given at the end of the semester. (*It will be a closed book examination*).

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ACCOMMODATION OF DISABILITIES

FAMU College of Law strives to assure equal access and full participation by person with disabilities. If you require services because of a disability, you may notify Darryll Jones, Associate Dean, in room 365, or email him at darryll.jones@famu.edu. This voluntary self-identification allows the University to prepare any necessary and appropriate support services to facilitate your learning.

Any requests for exam accommodations should be directed to Dean Jones and must be made at least four weeks prior to the exam to allow adequate time to document and process the request.

ASSIGNMENT SCHEDULE

Unless otherwise indicated, all references are to pages in the *Basic Contract Law* text. When the text refers you to a Uniform Commercial Code provision, Restatement of the Law Contracts provision, or other material found in the *Contract Law: Selected Source materials*, you should read the referenced item in the *Source Materials*. For the term you should read Grant Gilmore, *The Death of Contracts and Walter Mosley*, *Working on the Chain Gang and Shaking off the Dead Hand of History*.

PART I: WHAT PROMISES SHOULD THE LAW ENFORCE?

ASSIGNMENT	PAGES	DESCRIPTION
Chapter 1, Consideration: Donative Promises, Form, and Reliance.		
#1 READ	1-34	Introduction to Consideration Chirelstein, 12-29, The Civil Rights Cases, 3 S. Ct. 18; <i>Plessy v. Ferguson</i> , 16 S. Ct. 1138
#2 SAME		
#3 READ	34-54	Reliance Atiyah, 1-9. The Modern Role of Contract Law. <i>Moe v. John Deere Co.</i> , 516 N.W. 2d 332.

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ASSIGNMENT	PAGES	DESCRIPTION
Chapter 2, The Bargain Principle and its Limits.		
#4 READ	54-69	The Bargain Principle. <i>Griffin v. State of Maryland</i> , 84 S. Ct. 1770; <i>Bell v. State of Maryland</i> , 84 S. Ct. 1814; <i>Kennedy v. City of Sawyer</i> , 618 P2d 788; <i>In re Bollinger</i> , 614 F.2d 924. <i>In re Filter Corp.</i> , 163 F.2d 570; <i>Matter of Martin Grinder</i> , 793 F. 2d. 592; scan 9-201, 9-203, 9-204 and 9-310, Contract Law: Selected Source Materials.
#5 SAME		
#6 READ	71-94	Unconscionability. Chirelstein, 62-71. Problem. <i>K.M.C. V. Irving Trust Co.</i> , 757 F. 2d 752. <i>Weaver v. American Oil Co.</i> , 276 N.E. 2d 144; <i>Darner Motor Sales v. Universal Underwriters</i> , 682 P. 2d 388.
#7 SAME		
#8 READ	95-117	Mutuality of Obligation.
#9 READ	118-135	The Problem of Mutuality.
#10 SAME		
#11 READ	135-157	The Problem of Mutuality.
#12 READ	158-178	Performance of a Legal Duty.
Chapter 3, Past Consideration and “Moral Obligation.”		
#13 READ	180-203	Performance of a Legal Duty.
#14 READ	203-226	Performance of a Legal Duty.

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ASSIGNMENT	PAGES	DESCRIPTION
Chapter 4, The Limits of Contract		
#15 READ	226-244	Performance of a Legal Duty. D. Quinn, Ishmael, 151-184. Slaughter House Cases, 83 U.S. 36; <i>Jones v. Mayer</i> , 88 S. Ct. 145, <i>United States v. Reynolds</i> , 35 S. Ct. 86.

PART II: REMEDIES FOR BREACH OF CONTRACT

Chapter 5, An Introduction to Contract Damages		
#16 READ	244-262	Performance of a Legal Duty. Atiyah, 57-72. Holmes and the Theory of Contract.
#17 READ	262-276	Modern Commercial Transactions, 22 Washburn L.J.1. Kennedy v. Sawyer, 618 P. 2d 788 (Kan. 1980)
#18 SAME		Reliance Interest in Contract Damages, 46 Yale L.J.52. In Re Meridia, 328 F. Supp. 2d 791 (N.D. Ohio 2004).
Chapter 6, The Expectation Measure.		
#19 READ	276-297	Breach by Person Who Has Contracted to Perform Services. <i>Watcher v. Dexter</i> , 2006 W.L. 3040618 (Kan.)
#20 SAME		
#21 READ	297-317	Breach by Person Who Has Contracted to have Services Performed. Chirelstein, 1-11. Problem. <i>Wachter v. Dexter</i> , 2006 W.L. 3040618 (Kan.)

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ASSIGNMENT	PAGES	DESCRIPTION
#22 READ	317-339	Breach of a Contract for the Sale of Goods.
#23 SAME		
#24 READ	340-357	Breach of a Contract for the Sale of Goods.
Chapter 7, Specific Performance		
#25 READ	357-377	Dobbs, Handbook on the Law of Remedies Ch. 2 & 12 (1973).
#26 SAME		Farnsworth sec. 12.6, Domowicz v. ORSA Investments, Ltd. 15 OR 3d. 661 (1993)
Chapter 8, Reliance and Restitution Measures		
#27 READ	377-394	The Phantom Reliance Interest in Contract Damages, 1992 Wis. L. Rev. 1775
#28 SAME		

PART III: ASSENT

Chapter 9, An Introduction to Interpretation		
#29 READ	395-413	
#30 SAME		<i>Runyon v. McCrary</i> , 96 S. Ct. 2586 (1976)
#31 READ	417-436	Intro. to Interpretation: Assent
#32 SAME		<i>Metro Broadcasting v. FCC</i> , 497 U.S. 547
#33 READ	436-456	Course of Dealing, Course Performance, Offers.
#34 SAME		On the Nature of Offer, Acceptance, and Promise, 26 U.C. Davis L. Rev. 1

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ASSIGNMENT	PAGES	DESCRIPTION
Chapter 10, The Mechanics of a Bargain (I) – Offer and Revocation		
#35 READ	457-476	Offer and Revocation
#36 SAME		Enforcing the Contract to Bargain, 44 N.Y. U.L. Rev 673.
#37 READ	476-497	Offer and Revocation
Chapter 11, The Mechanics of a Bargain (II) – Contracts Concluded by Correspondence		
#38 READ	497-518	Mechanics of a Bargain
#39 SAME		Atiyah, the Liberal Theory of Contracts 121-149
#40 READ	519-538	Modes of Acceptance
#41 SAME		Overhaul of UCC Section 2-207, 51 South Dakota L. Rev. 296
#42 REVIEW		Problem
#43 REVIEW		
#44 REVIEW		
#45 REVIEW		