

**CONTRACTS**  
**PROFESSOR WILLIAMS**  
**EVENING DIVISION**  
**SPRING SEMESTER 2012**

The first-year course in Contracts has at least three objectives:

- 1) To familiarize students with the substantive law of Contracts and various related legal theories;
- 2) To acquaint students with the various roles played by the practicing attorney; and
- 3) To help students understand the nature and function of law in general.

Two books are required for the course:

Ayres & Speidel, Studies in Contract Law (Foundation Press, 7<sup>th</sup> ed., 2008). This is our casebook.

Burton and Eisenberg, Contract Law: Selected Source Materials (West 2011 ed.). This contains excerpts from the Restatement (Second) of Contracts and Articles 1 and 2 of the Uniform Commercial Code.

In addition to the foregoing required books, you may choose to use any study aid that you find helpful. Contracts by Calamari and Perillo and Contracts by Farnsworth are reputed to be two of the better textbooks addressing the area.

Attached is an outline of the topics and related pages in the book that we could potentially cover this semester. The listing of these potential areas of coverage is intentionally expansive. We will not be able to cover all assignments under each and every topic (indeed I never was able to do so when the course was 5 hours instead of 4). The core of the course is the same from year to year, but each year I spice the coverage with new alignments of cases and topics. To avoid confusion in this regard, assignments will be posted on TWEN as they are made. I will also post on TWEN from time to time helpful supplemental cases, problem sets and background materials.

You will be examined in earnest at the close of the semester. The examination will contain a mixture of short answer and essay questions. The final examination will be "closed book"; that is, students will not be allowed to consult any materials during the administration of the examination.

I will treat you like professionals. Accordingly, in this course, you will be expected to conduct yourselves in accordance with precepts of civility and professionalism. This means that, at all times, you are to show the highest respect for your classmates and the process of learning. You, therefore, should always be prepared. If a student on more than three occasions fails to attend class or is unprepared, he or she will be dismissed from the course and not allowed to take the final examination for the semester.

TOPIC NO.	TOPIC DESCRIPTION	ASSIGNMENTS		
		<u>Casebook</u> Pages	<u>Restatement</u> Sections	<u>UCC</u> Sections
1	THE OBJECTIVE TEST AND BASIC ELEMENTS OF BARGAIN CONTRACT; RESTITUTION (Obligation in the Absence of Promise); BASIC DAMAGES PRINCIPLES: Expectation, Reliance and Restitution Damages; Mitigation of Damages; Specific Performance	Contract Law Basic Terms (TWEN); 1- 13; 226- 229; Note 3 on 266; 13- 18; 108- 111; Rhode Island Statute (TWEN); Dean Wade's Test (TWEN); Restitution Hypos (TWEN); 1029-1032	1; 2; 3; 4; 12; 14; 15; 16; 17; 18; 19; 21; 24; 50; 71; 344; 347; 359; 360; 370; 371	
2	BARGAIN CONTRACT AND MUTUAL ASSENT ("Offer and Acceptance"). FAIRNESS DOCTRINES: Interpretation Against the Drafter; Duty of Good Faith; Fraud, Duress, Unconscion- ability and Mistake. LIQUIDATED DAMAGES	250-257; 241-249 (including Note 1); 268-275; 282-291; 296-302; 257-267; <u>Mesaros</u> , <u>Gus Machado</u> and <u>Reed</u> cases; 401- 409; <u>Ford v.</u> <u>Allied</u> and Problem Set (TWEN); 302-305; 325-334; 366-376	24; 26; 30- 32; 35-48; 50-56; 58- 63; 205; 206; 162; 175; 208.	2-204; 2-206; 2-207
3	BARGAIN CONTRACT AND CONSIDERATION	24- 39; Essence Article	71-73	

		(TWEN); 129-133		
4	NOMINAL CONSIDERATION; PEPPERCORN THEORY OF CONSIDERATION	46-57; 65- 66	71 (Cmt b); 79	
5	CONSIDERATION REQUIREMENT AND ILLUSORY PROMISES: Revisiting Interpretation Against the Drafter and Duty of Good Faith and Fair Dealing	<u>Spooner v. Reserve Life Insurance</u> (TWEN); 92; 99-108	77; 205; 206	2-103(1) (b)
6	OBLIGATION IN THE ABSENCE OF EXCHANGE: Moral Obligation (i.e., Promissory Restitution)	111-116; 118-127	82; 83; 86	
7	OBLIGATION IN THE ABSENCE OF EXCHANGE: Section 90 (Promissory Estoppel); The Doctrine's Impact on the Employment-At- Will Rule and the Statute of Frauds; The Availability of Expectation and Reliance Damages	127-129; <u>Vastoler</u> (TWEN); 133-150; <u>Grouse v. Group Health Plan</u> (TWEN); 160-163; Note 3 on page 207; Note 4 on pages 249- 250; 778- 781; 163- 178; <u>Dumas</u> (TWEN); 195-197	90; 110; 130-132; 139	2-201
8	POLICY LIMITATIONS ON OBLIGATION	237-241; 150-156; 636-645	90; 21; 178-179	

9	OFFER AND ACCEPTANCE REVISITED: Option Contracts and Protection of the Reliance Interest	376-400; <u>Petterson</u> (TWEN)	25; 45; 87	2-205
10	CONSIDERATION REQUIREMENT REVISITED: Pre-Existing Duty Rule and Contract Modification	77-78; 85-92	73; 89; 77; 205	2-209; 1-203; 2-103(1) (b)
11	OBJECTIVE TEST REVISITED: Defective Formulation and Mistake	400-406; 500-503; 509-512	20; 151-158	
12	FAIRNESS IN CONTRACT FORMATION AND CONTRACT PERFORMANCE: Revisiting Unconscionability and Duty of Good Faith	561-578; 61-65; 578- 599;	205 and 208	2-302; 1-203; 2-103(1) (b)
13	THE STATUTE OF FRAUDS: Agreements Required to be Evidenced by a Writing	163-183; 189-197	131; 139; 375	2-201; 2-102; 2-105; 2-106; 1-201(39)
14	THE PAROL EVIDENCE RULE: Evidence Barred by a Writing	655-672	209-217	2-202; 1-205; 2-208
15	NONPERFORMANCE AND EXPRESS CONDITIONS	791-797; 804-807	224-226	

<b>16</b>	NONPERFORMANCE AND CONSTRUCTIVE CONDITIONS	826-831; 835-849; 854-855; 859-861; Sahadi case (TWEN)	227-228; 234-243; 348; 370- 374	2-507(1); 2- 511(1); 2-601
17	IMPRACTICABILITY AND FRUSTRATION OF PURPOSE: Excuse of Nonperformance	861-863; 868-883; 896-903	261-267; 271-272; 377	2-613; 2-615
<b>18</b>	ANTICIPATORY REPUDIATION: Breach before Time set for Performance	915-921	250-253; 256-257	2-609; 2-610
<b>19</b>	REMEDIES: Return to Expectation Damages	Damages Handout based on <u>Hochster</u> (TWEN); 198-200; 213-218; 223-225; 995-996; 1013-1018; 1023-1029	344-355	1-106; 2-715
<b>20</b>	REMEDIES: Employee's Damages	968-970		
<b>21</b>	REMEDIES: Liquidated Damages	1063-1076	356	2-718(1)
<b>22</b>	EQUITABLE REMEIES: Specific Performance and Restrictive Covenants	1029-1041	359-360	2-716