

# CONTRACTS, §1

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## READING ASSIGNMENTS FOR FIRST THREE CLASSES:

1. **REGISTER FOR TWEN.** The syllabus and the course materials are on TWEN.
2. **READ THE SYLLABUS THROUGH PAGE 3.** As I said, it's on TWEN.
3. **I suggest you download and then print the syllabus. Keep a hard copy.**
4. **ASSIGNMENTS FOR THE FIRST 3 DAYS, copied from TWEN, are bolded below.**
5. **WELCOME!**

**EVERY CLASS DAY:** My TWEN Power Point poses 5 (though that number may change—it's a work in progress) fundamental contracts questions. We will begin class with them. Every day thereafter, I will ask which fundamental questions the assigned cases try to answer. I suggest you prepare your outlines according to the fundamental questions. Successful students review the fundamental questions *each week*.

### ***CLASS #1: GETTING TO KNOW YOU, GETTING TO KNOW CONTRACTS***

**On TWEN, read (1) my contracts primer, (2) the fundamental questions Power Point, and (3) the Joe and Sue problem.** These TWEN materials are required.

### ***CLASS #2: AN INTRODUCTION TO CONTRACTS AND APPROPRIATE AUTHORITY.***

When do you look to the common law, and when do you look to the UCC to solve a contracts problem? Why do we study the Restatement, and what good is it? How important is "promise?" Without some sort of "promise," express or implied, there's no contractual liability because there's no contract at all. And even if there is a promise, there has to be something else to make a contract: a bargained-for exchange of a return promise or performance, detrimental reliance, or some moral obligation supporting a prior material benefit. No promise, no contractual liability. But sometimes, in order to avoid unjust enrichment, a court will find liability in quasi-contract, where there's no promise, no contract, but liability anyway. **Chapters 1 & 2, entirely.**

***CLASS #3: CONTRACTUAL ASSENT AND THE OBJECTIVE THEORY.*** Contractual assent requires assent to a deal. This assent is measured, normally, by the objective theory of contracts: what would a reasonable person in the addressee's position think? A traditional contract is one based on a bargained-for exchange between two or more parties. It usually starts with an offer (a particular kind of promise—a contingent promise—"I'll do X if you'll do Y). The offer (made by the offeror) creates in the offeree the power of acceptance, that is, the power to make a contract. You need to be able to identify offers, to whom they are made, what they require or invite, and whether or not the offer is still effective, so can be accepted and create a contract, which will be on the terms of the accepted offer. **Chapters 3 and 4 entirely.**