

Fall 2009 Syllabus - Contracts
Professor Harry G. Prince - University of California-Hastings
Knapp Crystal & Prince - Problems in Contract Law (6th ed.)

Class #1 - Tuesday - August 25: Read Pages 1-20

Chapter 1 - Introduction to Contract Law
Problem 1-1

Class #2 - Wednesday - August 26: Read Pages 21-33

Chapter 2 - Contract Formation
Ray v. William G. Eurice & Bros., Inc. -- Notes and Questions

Class #3 - Thursday - August 27: Read Pages 33-44

Chapter 2 – Offer and Acceptance in Bilateral Contracts
Lonergan v. Scolnick
Izadi v. Machado (Gus) Ford, Inc.

Class #4 - Friday - August 28: Read Pages 44-58

Chapter 2 – Offer and Acceptance in Bilateral and Unilateral Contracts
Normile v. Miller
Petterson v. Pattberg

Class #5 - Tuesday - September 1: Read Pages 58-63, 71-78

Chapter 2 – Offer and Acceptance in Unilateral Contracts; Other Methods of Reaching Mutual Assent; Consideration
Cook v. Coldwell Banker/Frank Laiben Realty Co.
Comment: Remedies for Breach of Contract
Hamer v. Sidway
Comment: History of Consideration

Class #6 - Wednesday - September 2: Read Pages 78-93

Chapter 2 – Consideration
Penny Supply, Inc. v. American Ash Recycling Corp. of Pennsylvania
Dougherty v. Salt
Comment: The Lawyer's Role in Counseling for Legal Effect

Class #7 - Thursday - September 3: Read Pages 93-107

Chapter 2 – Consideration
Batsakis v. Demotsis
Plowman v. Indian Refining Co.
Comment: The Power of Agents to Bind Their Principals

Class #8 - Friday - September 4: Read Pages 108-122

Chapter 2 – Mutual Assent: The Effect of Pre-Acceptance Reliance
James Baird Co. v. Gimbel Bros., Inc.
Drennan v. Star Paving Co.
Comment: Contract Law and Business Practice

Class #9 - Tuesday - September 8: Read Pages 122-136, 138-140

Chapter 2 – Mutual Assent: The Effect of Pre-Acceptance Reliance

Berryman v. Knoch

Pop's Cones, Inc. v. Resorts International Hotel, Inc.

Irrevocability by Statute: The "Firm Offer"

Class #10 - Wednesday - September 9: Read Pages 143-153, 167-177

Chapter 2 – Battle of the Forms: Common Law Principles; Agreement to Agree

Princess Cruises, Inc., v. General Electric Co.

Walker v. Keith

Class #11 - Thursday - September 10: Read Pages 177-191

Chapter 2 – Agreement to Agree

Quake Construction, Inc. v. American Airlines, Inc.

Comment: The Pennzoil/Texaco Case

Problem 2-5

Class #12 - Friday - September 11: Read Pages 193-204

Chapter 2 – Electronic Contracting

Brower v. Gateway 2000, Inc.

Class #13 - Tuesday - September 15: Read Pages 215-222

Chapter 3 – Promissory Estoppel

Kirksey v. Kirksey

Greiner v. Greiner

Class #14 - Wednesday - September 16: Read Pages 222-236

Chapter 3 – Promissory Estoppel

Wright v. Newman

King v. Trustees of Boston University

Class #15 - Thursday - September 17: Read Pages 237-250

Chapter 3 – Promissory Estoppel

Katz v. Danny Dare, Inc.

Shoemaker v. Commonwealth Bank

Class #16 - Friday - September 18: Read Pages 253-273

Chapter 3 – Liability for Benefit Received: Restitution

Credit-Bureau Enterprises, Inc., v. Pelo

Commerce Partnership 8098 Ltd. Partnership v. Equity Contracting Co., Inc.

Class #17 - Tuesday - September 22: Read Pages 273-286

Chapter 3 – Liability for Benefit Received: Restitution

Watts v. Watts

Class #18 - Wednesday - September 23: Read Pages 286-299

Chapter 3 – Liability for Benefit Received: Promissory Restitution

Mills v. Wyman

Webb v. McGowin

Class #19 - Thursday - September 24: Read Pages 300-301, 303-314

Chapter 3 – Review

Problem 3-2

Chapter 4– Statute of Frauds

Crabtree v. Elizabeth Arden Sales Corp.

Class #20 - Friday - September 25: Read Pages 322-332, 335-344

Chapter 4– Statute of Frauds

Comment: The Historical Development of Law and Equity

Alaskan Democratic Party v. Rice

Sale of Goods Statute of Frauds

Buffaloe v. Hart

Class #21 - Tuesday - September 29: Read Pages 349-370

Chapter 5 – Principles of Interpretation

Joyner v. Adams

Frigalment Importing Co. v. B.N.S. International Sales Corp. –

Notes and Questions

Class #22 - Wednesday - September 30: Read Pages 382-394

Chapter 5 – The Parol Evidence Rule

Thompson v. Libby

Class #23 - Thursday - October 1: Read Pages 394-418

Chapter 5 – The Parol Evidence Rule

Taylor v. State Farm Mutual Automobile Insurance Co.

Sherrodd, Inc. v. Morrison-Knudsen Co.

Class #24 - Friday - October 2: Read Pages 432-434, 437-442

Chapter 5 – The Parol Evidence Rule

Problem 5-1

Chapter 6 – Implied Contract Terms

Wood v. Lucy, Lady Duff-Gordon

Class #25 - Tuesday - October 6: Read Pages 442-462

Chapter 6 – Implied Contract Terms; Implied Obligation of Good Faith

Leibel v. Raynor Manufacturing Co.

Seidenberg v. Summit Bank

Class #26 - Wednesday - October 7: Read Pages 470-480, 493-497

Chapter 6 – Implied Obligation of Good Faith

Locke v. Warner Bros., Inc

Problem 6-2

Class #27 - Thursday - October 8: Read Pages 497-507, 508-515

Chapter 6 – Implied Warranties
Bayliner Marine Corp. v. Crow
Caceci v. Di Canio Construction Corp.

Class #28 - Friday - October 9: Read Pages 517-537

Chapter 7 - Contract Avoidance: Minority and Mental Incapacity
Problem 7-1
Dodson v. Shrader
Hauer v. Union State Bank of Wautoma

Class #29 - Tuesday - October 13: Read Pages 537-556

Chapter 7 - Contract Avoidance: Duress and Undue Influence
Totem Marine Tug & Barge, Inc. v. Alyeska Pipeline
Odorizzi v. Bloomfield School District

Class #30 - Wednesday - October 14: Read Pages 556-567

Chapter 7 - Contract Avoidance: Misrepresentation and Nondisclosure
Syester v. Banta

Class #31 - Thursday - October 15: Read Pages 567-584

Chapter 7 - Contract Avoidance: Misrepresentation and Nondisclosure
Hill v. Jones
Comment: Lawyers' Professional Ethics
Park 100 Investors, Inc. v. Kartes

Class #32 - Friday - October 16: Read Pages 584-599

Chapter 7 - Contract Avoidance: Unconscionability
Williams v. Walker-Thomas Furniture Co.
Comment: Consumer Protection Legislation

Class #33 - Tuesday - October 20: Read Pages 599-610, 625-632

Chapter 7 - Contract Avoidance: Unconscionability
Higgins v. Superior Court
Comment: Commercial, Employment and Consumer Arbitration

Class #34 - Wednesday - October 21: Read Pages 632-647

Chapter 7 - Contract Avoidance: Public Policy
Problem 7-2
Valley Medical Specialists v. Farber

Class #35 - Thursday - October 22: Read Pages 647-658, 659-661

Chapter 7 - Contract Avoidance: Public Policy
R.R. v. M.H. & another
Problem 8-4

Class #36 - Friday - October 23: Read Pages 663-684

Chapter 8 - Excused Nonperformance: Mistake
Lenawee Country Board of Health v. Messerly
Wil-Fred's, Inc. v. Metropolitan Sanitary District

Class #37 - Tuesday - October 27: Read Pages 684-701

Chapter 8 - Excused Nonperformance: Impossibility Impracticability, and Frustration
Karl Wendt Farm Equipment v. International Harvester

Class #38 - Wednesday - October 28: Read Pages 701-711, 713-723

Chapter 8 - Frustration; Contract Modification
Mel Frank Tool & Supply, Inc. v. Di-Chem Co.
Problem 8-3
Alaskan Packers' Association v. Domenico

Class #39 - Thursday - October 29: Read Pages 741-762

Chapter 9 Third Parties Beneficiaries
Vogan v. Hayes Appraisal Associates, Inc.
Zigas v. Superior Court

Class #40 - Friday - October 30: Read Pages 762-781

Chapter 9 Assignment and Delegation
Herzog v. Irace
Sally Beauty Co. v. Nexxus Products Co.

Class #41 - Tuesday - November 3: Read Pages 783-796, 806-814

Chapter 10 - Express Conditions; Material Breach
Oppenheimer & Co. v. Oppenheim, Appel, Dixon & Co.
Jacob & Youngs, Inc. v. Kent

Class #42 - Wednesday - November 4: Read Pages 814-833

Chapter 10 Nonperformance: Material Breach; Anticipatory Repudiation
Comment: The Doctrine of Constructive Conditions
Sackett v. Spindler
Truman L. Flatt & Sons Co. v. Schupf

Class #43 - Thursday - November 5: Read Pages 845-857

Chapter 11 - Computing Expectation Damages
Roesch v. Bray

Class #44 - Friday - November 6: Read Pages 857-868

Chapter 11 - Computing Expectation Damages
Handicapped Children's Education Board v. Lukaszewski
American Standard, Inc. v. Schectman

- Class #45 - Tuesday -November 10:** Read Pages 868-886
Chapter 11 - Restrictions on Expectation Damages: Foreseeability and Certainty
Hadley v. Baxendale
Florafax International, Inc. v. GTE Market Resources, Inc.
- Class #46 - Thursday - November 12:** Read Pages 886-904
Chapter 11 - Restrictions on Expectation Damages: Mitigation
Rockingham County v. Luten Bridge Co.
Havill v. Woodstock Soapstone Company, Inc.
- Class #47 - Friday - November 13:** Read Pages 911-932
Chapter 11 - Expectation Damages: Nonrecoverable Damages
Zapata Hermanos Sucesores, S.A. v. Hearthside
Erlich v. Menezes
- Class #48 - Tuesday -November 17:** Read Pages 965-983
Chapter 12 - Reliance Damages
Wartzman v. Hightower Productions, Ltd.
Walser v. Toyota Motor Sales, U.S.A., Inc.
- Class #49 - Wednesday - November 18:** Read Pages 983-995
Chapter 12 - Restitutionary Damages
U.S. ex rel. Coastal Steel Erectors, Inc. v. Algernon Blair, Inc.
Lancellotti v. Thomas
- Class #50 - Thursday - November 19:** Read Pages 995-1007
Chapter 12 - Restitutionary Damages
Ventura v. Titan Sports, Inc.
Problem 12-1
- Class #51 - Friday - November 20:** Read Pages 1008-1021
Chapter 12 - Specific Performance
City Stores Co. v. Ammerman
- Class #52 - Tuesday -November 23:** Read Pages 1031-1044
Chapter 12 - Agreed Remedies
Westhaven Associates, Ltd. v. C.C. of Madison, Inc.