

CONTRACTS

FALL 2018

JOHNNY REX BUCKLES

PROFESSOR OF LAW

CLASSROOM: [TBA]

TUESDAY, WEDNESDAY, THURSDAY: 1:00-2:20 P.M.

I. Purpose of Course.

This course is designed to teach students the law of contracts, including (i) the elements of an enforceable contract; (ii) the interpretation of contract terms; (iii) contract performance and breach of contract; (iv) defenses to breach of contract; (v) remedies for breach of contract.

II. Topics to Be Discussed in this Course and Corresponding Reading Assignments (Subject to Revision by the Professor).¹

Introduction

Assignment 1: 1-2; *Hawkins* (2)

Assignment 2: *Bayliner* (4); 8-10; *UNSI* (10); 14-15; 21-24

Assignment 3: *Sullivan* (15); 27-31

Contract Formation

A. Consideration and Alternatives to Consideration

Assignment 4: 31-35; *Hamer* (35); 42; *Dyer* (43)

Assignment 5: *Feinberg* (48); *Kirksey* (58); 61; *Lake Land* (62); 68-70

Assignment 6: 71-73; *Strong* (73) (omit note 3 and problem); 76; *Mattei* (76)

Assignment 7: 80-81; *Zoltek* (81); *Wood* (86); 90-92

Assignment 8: *Ricketts* (92); 95-97; *Feinberg* (97); 99-100; 112-113; *Cotnam* (114) (omit notes); *Callano* (117); *Pyeatte* (121)

B. Offer, Acceptance, and Termination of Power to Accept

Assignment 9: 125-126; *Lucy* (126); 140 (starting with The Offer)-141; *Owen* (142); *Fairmount Glass Works* (145)

Assignment 10: 148; *Lefkowitz* (148); 151-156

Assignment 11: 156-157; *International Filter* (157); 166-167; *Allied Steel* (167); 170; *Corinthian Pharmaceutical Systems* (170); 175-177

¹ Unless otherwise indicated in this syllabus or in class, all reading assignments in this schedule are from the required textbook. Students will also be responsible for those selections of the supplement to which class discussions refer. All assignments should be read carefully unless they are expressly designated as suitable for skimming.

Assignment 12: 177-181; *Dickinson* (181); 184-187
Assignment 13: 187-188; *Drennan* (188); 194-97; *Wilson* (197)
Assignment 14: 199-205; *C. Itoh* (210); 212-213; 217; *Northrop* (218)

C. Precontractual Liability

Assignment 15: 234-236; *Hoffman* (236); 252; *Grossman* (252)

D. Statutes of Fraud

Assignment 16: 273-276; 280-281; 288-294; 299-303; 308
Assignment 17: 310-315; 322; *Monarco* (323); 326-328

E. Policing the Bargaining Process

Assignment 18: 339-341; *Douglass* (342); 356-359; *Alaska Packers* (359) (omit Problem)
Assignment 19: 363-365; *Watkins* (365); 387-388; *Swinton* (388); *Kannavos* (391); *Vokes* (400)

Contract Interpretation

Assignment 20: 405-407; *Gianni* (407); *Masterson* (411); *Bollinger* (416); 418-420
Assignment 21: 421; *Pacific Gas* (421); *Greenfield* (425); *Trident* (430); 433-439
Assignment 22: *Frigaliment* (440); *Hurst* (446); 448; *Nanakuli Paving* (448)
Assignment 23: *Columbia Nitrogen* (456); 459; *Raffles* (459); *Oswald* (462); *Colfax* (463)
Assignment 24: 467-471; *Koken* (471); 474; *Lewis* (474); 477-478; *S. Carolina Electric* (478) (omit Problem)
Assignment 25: 482; *Henningsen* (482); 486-487

Limits on the Bargain and Its Performance

Assignment 26: 489-490; *McKinnon* (491); 501-503; *O'Callaghan* (503); *Graham* (508); 510-517
Assignment 27: 522-525; *Walker-Thomas Furniture* (525); 532; *Jones* (532); 538-540; 546-550

Remedies

A. Specific Performance

Assignment 28: 617-618; *Wentz* (618); *Klein* (621); *Morris* (626); *Laclede* (630)

B. Measuring Expectation

Assignment 29: *Walgreen* (636); 638-643; *Vitex* (643); *Laredo Hides* (647)
Assignment 30: *Diasonics* (652); 657-658; *Blair* (658); 661; *Kent* (661)

C. Limitations on Damages

Assignment 31: 674-675; *Luten Bridge* (675); 677-678; 682-683; *Parker* (683)

Assignment 32: 687; *Hadley* (688); *Delchi* (692); 700-705; *Fera* (705)

Assignment 33: 709-710; *Wasserman* (718)

Performance

Assignment 34: 725-726; *Luttinger* (726); 733-734; *Peacock* (735); *Gibson* (738)

Assignment 35: 749-750; 751-752; 755-757; *Jacob & Young* (757) (omit Problems 2 & 3)

Assignment 36: 762-763 (omit note 1); 766; UCC §§ 2-601, 2-508, 2-608, 2-612; *Gill* (767) (omit note 3)

Assignment 37: 779-782; *Walker* (782) (omit Note 5); 799-800; Note 1 on 838; UCC §2-609

Defenses to Breach

A. Unilateral and Mutual Mistake

Assignment 38: 841-842; 849-850; 856-858; Video and Handout on *Sumerel and Renner* (Mistake).

B. Impracticability and Frustration of Purpose

Assignment 39: *Krell* (899); Video and Handout on *Transatlantic Financing Corp.* (Impracticability).

III. Required Materials.

A. Textbook: Farnsworth, Young, Sanger, Cohen and Brooks, *Contracts: Cases and Materials* (8th ed. 2013).

B. Supplement: Farnsworth, Young, Sanger, Cohen, Brooks and Garvin, *Selections for Contracts* [most recent edition].

In addition to these required materials, students may receive photocopied materials or links to electronic sources to supplement or replace material appearing in the textbook. Students are responsible for reading such materials as assigned.

IV. Reading Assignments.

Students must read the assigned portions of the required textbook in accordance with this syllabus. Each reading assignment must be completed by the date corresponding to the assignment in this syllabus.

V. Class Participation.

Students must participate sufficiently and professionally in class (as determined by the professor) in order to pass this course. Within the scope of the foregoing, each student should be prepared to respond to questions every other day of class.

The professionalism expected of students includes (1) **showing respect** for every class member at all times; (2) **diligently preparing in advance** for every class unless you notify me in advance of why you justifiably cannot prepare adequately; (3) **seriously striving** to learn the material as it is presented in class, even if that requires you to schedule office visits with the professor and/or participate in a study group; and (4) using technology in the classroom **exclusively** for appropriate course-related reasons (except in the case of an emergency).

VI. Evaluation.

Assuming adequate class participation (see above), a student's grade will be based upon the student's performance on the final exam, to be administered as scheduled by the University of Houston Law Center (UHLC). The final exam is open-textbook, open-assigned materials, open-notes, and open-outline (provided that the outline is produced primarily by the student using it, acting alone or in collaboration with other students enrolled in this section of the course).

The final exam is December 5, 1:00-5:00 p.m.

VII. Office Hours.

Unless otherwise announced, office hours will be Tuesdays and Thursdays, 2:45 p.m.-3:45 p.m. (Room 218 TUII), and other times by appointment. The professor will follow a literal "open door" policy when a student is in his office – no exceptions.

VIII. Counseling and Psychological Services.

Counseling and Psychological Services (CAPS) can help students who are having difficulties managing stress, adjusting to the demands of a professional program, or feeling sad and hopeless. You can reach CAPS (www.uh.edu/caps) by calling 713-743-5454 during and after business hours for routine appointments or if you or someone you know is in crisis. No appointment is necessary for the "Let's Talk" program, a drop-in consultation service at convenient locations and hours around campus. http://www.uh.edu/caps/outreach/lets_talk.html

IX. Learning Outcomes.

Through this course, students should be able to identify, explain, and apply the basic doctrinal features of the law of contracts, including (i) the elements of an enforceable contract; (ii) the interpretation of contract terms; (iii) contract performance and breach of contract; (iv) defenses to breach of contract; and (v) remedies for breach of contract.

X. Student Handbook and Compliance with Honor Code.

Each student is responsible for complying with the requirements governing students in the University of Houston Law Center's student handbook. With respect to the attendance policy, each student must record his or her class attendance and report to the professor concerning the same.

Students arriving more than fifteen (15) minutes after the scheduled beginning of class will be marked absent for the day unless a compelling justification for tardiness exists. Failure to allow adequate time for traffic and/or parking is generally not a compelling justification.