

**Syllabus for Contracts A501A**  
**Monday, Wednesday-Friday, 10:30 a.m. to 12:20 p.m. Room 127**

**Instructor:**

*Professor Anita Ramasastry*  
*William Gates Hall Room 428*

*Mondays: 3:30 to 5 p.m. (most weeks) – signup link will be provided*  
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**1. Course Materials**

**Required Textbook:**

Epstein, Markell & Ponoroff, Cases and Materials on Contract: Making and Doing Deals (5<sup>th</sup> Edition). (West Academic Publishing)

Note: I will also post on CANVAS Article 2 of the Uniform Commercial Code. We will refer to different parts of UCC Article 2 in this course.

We will also focus on the Restatement (Second) of Contracts. You may find the relevant sections and comments online at <https://www.nylitigationfirm.com/files/restat.pdf> as well as via Lexis, Westlaw, etc. I will post the Table of Contents for the Restatement on CAVAS. The Restatement provides a useful overview of contract” rules” and helps you understand how the rules work in terms of the time line or sequence of a contract dispute.

**2. Course goals and objectives**

This first-year course is deigned to introduce you to the basic principles of contract law. We will be reading many cases in which the course applies the principles or “rules” or contact law. These rules are common-law principles that have developed throughout history. Basic contract rules (in general) are not by statute but rather through custom, tradition ad judicial interpretation. As times have changed, so has contract law. We will examine how certain rules have evolved to deal with changed times and circumstances. For example, the advent of electronic contracting and the use of the Internet, have created the need for new application of common law rules.

In contrast, we will also examine key parts of Article 2 of the Uniform Commercial Code (UCC). Which covers contracts for the sale of goods. Unlike the common law, the UCC is statutory law that has been enacted by state legislatures.

We will also examine contract law “in action”. We will look at how contracts are drafted and how parties negotiate and enforce contracts in the “real world”. We will also examine what role (if any) contractual principles paly in ow parties reach agreements and resolve contractual disputes.

***Learning outcomes.***

Students will learn to:

- Analyze cases and learn key principles of contract law through reading cases;
- Understand how different courts apply contract law and achieve varying results;
- Apply precedent and contract law to new factual situations;
- Learn how to interpret contracts and contractual provisions using various methods and approaches;
- Learn basic skills of contract negotiation and drafting;
- Understand some of the basic policy considerations involved in contract law and judicial decision making; and
- Improve oral advocacy, negotiation and counseling skills.

At various points in the quarter, we will engage in role play, drafting exercise, and other types of in-class exercises designed to give you more “hands” on exposure to contract law. Everyone will be asked to participate in various types of class exercises.

### **3. Class Participation and Attendance.**

Each student is expected to be prepared to discuss the assigned readings for each class. This means being able to identify the elements listed above and to provide some kind of substantive answer to questions in the textbook following the cases. If you expect to be called upon but have a legitimate reason for why you were unable to prepare for class, please tell me before class. Failure to come prepared for class on a repeated basis will impact your class participation grade.

Under ABA Accreditation Standard 304, adopted in August 2004, a law school requires regular and punctual class attendance. For additional information, review Standard 304 and the course website. If you are unable to attend class, please provide me with advance notice if possible or an explanation for your absence if advance notice is not possible. Failure to provide advance notice or subsequent explanation for an absence will result in your absence being considered unexcused. A student who has more than two unexcused absences may have one point deducted from their final exam score.

### **Office Hours**

I will hold office hours for contracts on Mondays from 3:30 to 5 p.m. During some weeks, the day may shift to Tuesday or Wednesday. I will provide a signup link for students to sign up for individual appointments. I will also hold some open group office hours and review sessions at various times throughout the quarter.

Of course, students should feel free to contact me to request an individual appointment outside of the group office hours. If you need to see me at other times, please make an appointment. In making a request for a meeting, please send me an email, which states the reason you are requesting an appointment and the nature of your questions. This will allow me to be better prepared for your questions and to set aside enough time to work with you.

### **4. Grading**

There will be two written examinations for this course. A practice midterm will be administered in November that will count for 10 percent of your final grade and a final exam in December will count for 80 percent of the final grade. Class participation is worth 10 percent of your grade. I will provide sample/practice material for exam review purposes.

## 5. Access and Accommodation

If you have already established accommodations with Disability Resources for Students (DRS), please communicate your approved accommodations to me at your earliest convenience so we can discuss your needs. If you have not yet established services through DRS, but have a temporary health condition or permanent disability that requires accommodations (conditions include but not limited to; mental health, attention-related, learning, vision, hearing, physical or health impacts), you are welcome to contact DRS at 011 Mary Gates Hall or 206-543-8924 or uwdrs@uw.edu or disability.uw.edu. DRS offers resources and coordinates reasonable accommodations for students with disabilities and/or temporary health conditions. Reasonable accommodations are established through an interactive process between you, your instructor(s) and DRS. It is the policy and practice of the University of Washington to create inclusive and accessible learning environments consistent with federal and state law.

Washington state law requires that UW develop a policy for accommodation of student absences or significant hardship due to reasons of faith or conscience, or for organized religious activities. The UW's policy, including more information about how to request an accommodation, is available at [ReligiousAccommodations Policy \(https://registrar.washington.edu/staffandfaculty/religious-accommodations-policy/\)](https://registrar.washington.edu/staffandfaculty/religious-accommodations-policy/). Accommodations must be requested within the first two weeks of this course using the [Religious Accommodations Request form \(https://registrar.washington.edu/students/religious-accommodations-request/\)](https://registrar.washington.edu/students/religious-accommodations-request/).

## 6. Readings for class.

You should bring your casebook to class. My suggestion is that you read the Restatement rules first, then the casebook if possible, which will help you to understand how the more “black-letter” Restatement rules are applied and used by courts and lawyers.

### **Reading Assignments – Tentative list subject to revision**

EMP = Epstein, Markell and Ponoroff textbook

Restatement – Restatement (Second) of Contracts

UCC = Article 2 of the Uniform Commercial Code

September 23

### **Chapter One: WHAT ARE WE GOING TO BE DOING IN THIS COURSE?**

EMP, pp. 1-37

## **September 25**

### **CHAPTER TWO: HAS YOUR CLIENT MADE A DEAL (CONTRACT FORMATION)**

The Contract Recipe – Offer, Acceptance, Consideration and Mutual Assent

1. Mutual Assent (Meeting of the Minds) EMP, pp. 43-66

Restatement Sections 17, 18, 20

UCC Section 2-204

## **September 26**

2. Offer, EMP, pp. 66-92

Restatement Sections 24, 26, 30, 32-33

UCC Sections 2-206, 2-308, 2-309

## **September 27**

Students will listen to review lecture posted on CANVAS and complete practice problems – no in class lecture

## **September 30**

4. Destroying the Offer, EMP, pp. 92-100

Restatement Sections 36-40, 42-43, 45-46, 48

5. Preserving the Offer, EMP, pp. 110-122

Restatement Sections 45, 87

UCC Section 2-205

## **October 2**

1. Modes and Methods of Acceptance
2. Offerors Control over the Manner of Acceptance, EMP, pp. 122-42
3. Effectiveness of Promissory Acceptance, EMP, pp. 142-150

Restatements Sections 50-54, 56, 58-63, 69

UCC Sections 2-207, 2-208

## **October 3**

1. Effectiveness of Acceptance by Performance, EMP, pp. 150-162,

2. Acceptance by Silence or Inaction, EMP, pp. 163-166

#### **October 4**

1. Discussion of the Battle of the Forms Deviant Acceptance under UCC 2-207, EMP, pp. 177-203

UCC 2-207

#### **October 7**

No class lecture – watch web lecture on Electronic acceptances, EMP, pp. 205-224

work on practice problem worksheet

#### **October 9**

No class lecture- watch web lecture on indefiniteness,

7. Deficient, Agreements, Insufficient, Inadequate and Postponed Terms, EMP, pp. 225- 244

#### **October 10 -**

Class will meet at 3:30 instead of 10:30 a.m. – Room TBD. I will hold a second repeat makeup class on Friday at the same time.

### **Chapter 3: WHAT IS CONSIDERATION AND WHY IS IT STILL AN IMPORTANT PART OF CONTRACT LAW (OR IS CONSIDERATION STILL AN IMPORTANT PART OF CONTRACT LAW)**

1. Bargain and the Legal Concept of Consideration, EMP pp, 271-283
2. Consideration of Family Agreements, EMP pp. 283-293
3. Consideration: One Promise for Another Promise EMP, pp. 293-296

Restatement sections 71, 73-74, 79, 81-84, 86-87

#### **October 11**

### **CHAPTER FOUR – IS THE AGREEMENT UNENFORCEABLE BECUASE OF THE FLAWS IN THE AGREEMENT PROCES OR PROBLEMS WITH THE LANGAUGE OF THE AGREEEENT**

1. Statute of Frauds, EMP, pp. 365-387

UCC Section 2-202

#### **October 14**

2. Fraud, Fraudulent or Material Misrepresentation and Nondisclosure, EMP, pp. 387-400

Restatement Sections 161-164, 168-169

UCC Section 2-721

3. Lack of Capacity, EMP, pp. 401-402

Restatement Sections 12, 14

4. Duress and Undue Influence, EMP, pp. 402-414

Restatement Sections 174-177

### **October 16**

5. Illegality and Public Policy, EMP, pp. 420-427

Restatement Sections 178-179

6. Unconscionability, EMP, pp 424-443

Restatement Section 208

UCC Section 2-302

### **October 17**

7. Mistaken Factual Assumptions and other Kinds of Mistakes, EMP pp, 443-463

Restatement Sections 151, 152-154, 157-158

### **October 18**

#### **Contract Substitutes**

1. Reliance and the Legal Concept of Promissory Estoppel, EMP, 326-359

Restatement Sections 90 and 349

### **October 21**

2. Quasi-Contracts and Restitution

EMP, pp. 949-977

Restatement Sections 86, 158, 370-374, 376-377

### **October 23**

## **CHAPTER FIVE – WHAT ARE THE TERMS OF THE DEAL?**

1. Where do Terms Come From?
2. Parol Evidence, EMP, pp. 465-497

Restatement Sections 209-216

UCC Section 2-202

### **October 24**

Parol Evidence continued, EMP pp. 497-524

### **October 25**

Parol evidence continued EMP pp. 524-531 – esp. problems on parol evidence

3. Parol evidence to discover the meaning of terms, EMP, pp. 534-547

### **October 28**

4. Other Rules of Contract Interpretation, EMP pp. 564-580

Restatement Sections 77, 205

UCC Section 1-203

### **October 30**

5. Warranties and the UCC,- Express Warranties, EMP, pp. 581-591

### **October 31**

6. Implied Warranties, EMP, pp. 591-607
7. Disclaimers of Warranties, EMP, pp. 617-626

UCC Sections 2-213 to 2-318

### **November 1**

## **Chapter 6 PERFORMANCE CONDITIONS AND EXCUSE – WHEN DOES SOMEONE MAKE AN ENFORCEABLE DEAL NOT HAVE TO DO WHAT SHE AGREED TO?**

1. Overview of Breach, EMP pp. 631-632
2. Excuse, EMP pp. 669-678
3. Impracticability and Frustration if Purpose, EMP, pp. 679- 685

Restatement Sections 231-234

### **November 4 – In class midterm exam**

## **November 6**

4. Material Breach, pp.708-728
5. Exceptions to material breach 728-729 and 739-744
6. Anticipatory Repudiation 745-750

Restatement Section 241

UCC Sections 2-608 to 2-611

## **November 7**

### **CHAPTER SEVEN – HOW DOES THE LAW ENFORCE A DEAL**

1. The Problem Examined and Money Damages, pp.769-771
2. Money Damages (Expectation), 771-800

Restatement Sections 236-238,

## **November 8**

3. Expectation Damages Continued for Lost profits, EMP, pp. 800-8011,
4. Money Damages under the UCC Buyers Remedies EMP, pp. 812-815

Restatement Sections 344, 347

UCC Sections 2-712 to 2-717

## **November 11 – No Class – Veteran’s Day**

## **November 13**

5. Seller’s Remedies under the UCC, EMP, page 820
6. The Reliance Interest as an Alternative Remedy, EMP, pages 820-830

UCC Sections 2-701- to 2-711

## **November 14 – listen to recorded lecture and do practice problems posted on CANVAS**

7. Reliance Damages and Promissory Estoppel, EMP, pp. 831-838

## **November 15 – listen to recorded lecture**

8. Limitations on Damages, EMP, pp. 838-859

## **November 18**

9. Certainty, EMP, pp. 867-875



- 10. Liquidated Damages, EMP, pp. 883-890 and problem on page 900-90
- 11. Limitation to Repair, Replace or Return, EMP, pp. 901-902

Restatement Sections 350-252, 356

UCC Section 2-718

**November 20**

Specific Performance, EMP, pp. 903-923

Restatement Section 357

UCC Section 2-716

**November 21**

Restitution as an Alternative Measure of Damages, EMP pp. 936-947

Restatement Sections 370 to 376

**November 22**

Catch up and review

November 25 – student will meet in pairs to engage in client counseling/practice review sessions

November 27-29 – no class Thanksgiving Holiday

**December 1**

In Class Review session

*Note: One additional Make up class will be scheduled in lieu of December 3<sup>rd</sup> class.*