Course Description & Learning Outcomes:

Contract law deals with the making and breaking of promises, and the consequences that stem from those actions. It is largely a common-law subject, meaning judicial interpretation, custom and traditions, rather than just statutory rules, have shaped contract law over time. However, we must still strive to take an integrated approach to contract law – because some promises can be broken with impunity while shattering others has severe consequences.

So, in taking this class, think carefully about how to best structure a societal approach to contract formation and enforcement. For instance, what criteria should determine which promises we will enforce and which ones we will not? And what should be the remedy if one’s promise is broken? Keep in mind, it can destroy the value of a person’s word if we do not allow them to enter into a contract, or if we refuse to enforce the one they have already signed.

The primary goals of this class are to:

- Analyze cases and learn basic principles of contract law by 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 using various methods and approaches
- Understand some of the basic policy considerations involved in contract law and judicial decision making

Required Texts:

- Course Reader available online at the UW course website

Syllabus:

I have broken down the course into 5 parts:

- Part I - Principles of Promissory Obligation
- Part II - Remedies for Breach of Contract
- Part III - Assent
- Part IV - Policing the Bargain
- Part V - Performance and Nonperformance
Grading – Exams and Course Participation:

**Exams:** There will be a 1-hour, multiple choice, closed-book midterm exam halfway through the quarter (counts 10% of your grade), and a 2-hour, closed-book, multiple choice final exam at the conclusion of the course (counts 90% of your grade).

The midterm exam is aimed at providing formative & summative assessment/feedback on an exam without draconian consequences. I note that the Multistate Bar Exam (MBE) is entirely multiple choice/closed book, yet there are no law school courses at UW that allow students to gain experience taking this type of test. The stakes are far too high on the MBE for students to have never experienced that kind of test in law school.

**Drafting Practice Multiple Choice Questions:**

The Multistate Bar Exam that you’ll take upon graduation contains 200 multiple choice questions on your 1L subjects, yet virtually no 1L course at UW tests students using multiple choice questions. To gain practice in multiple choice testing, I ask students to draft multiple choice questions for each section of our Syllabus (two questions each for Parts I, II and III, and one question each for Parts IV & V), along with model answer explanations, and upload those on to our Canvas webpage. The questions/answers for each section are due on the day we finish each of the respective sections of the Syllabus. I have posted some sample questions to give students a sense of what they might look like. I won’t assign a grade for this, but reserve the right to factor in your effort to your class participation.

**Class Participation:** Please do attend and participate in class – it’s the best way to learn, do well, and enjoy your first year of law school. While your final grade in this course will be determined by your exam scores, your participation in class can affect your course grade if it is on the borderline between two grades. (I should add that participation *quality counts far more than quantity* – please don’t feel pressure to raise your hand out of fear that I am simply counting the number of times you speak; I assure you that is not the case).

*Note:* There is a mandatory grading curve in all 1L courses:
- A: less than or equal to 15% of the class
- A-: less than or equal to 40% minus (the % given to A)
- B+: more than 75% minus (the % given A or A-)
- B, B-, C, D and F: % discretionary

And finally, please relax – though 1L grades are important, they are not the meaning of life!

**Disability Related Needs:**

To request academic accommodations due to a disability, please contact Disability Resources for Students, 448 Schmitz Hall, 206-543-8924 (V/TTY). If you have a letter from Disability Resources for Students, please present the letter to me so that we can discuss the accommodations you might need in this class.

With that, I welcome you to contracts! I hope you will enjoy taking this course as much as I will love teaching it.
Part I. Principles of Promissory Obligation

A. Freedom to Contract; Freedom of Contract
   1. Freedom to Contract
      Kessler, Gilmore, and Kronman (2)
      Hurley v. Eddingfield (3-4)
      Great Atlantic & Pacific Tea Co. (5)
      Runyon v. McCrary and accompanying material (6-27)
   2. Freedom of Contract
      Unger, The Critical Legal Studies Movement (28-33)
      Bailey v. Alabama (34-42)
      M. Weber, Economy and Society (43-44)

B. Grounds for Enforcing Promises
   Introduction
      Cohen, The Basis of Contract (45-46)
      Restatement of Contracts, Second, § 1 and Comment, § 17 (47)
   1. Formality
      Fuller, Consideration and Form (48-50)
      Comment: Formalism and the Seal (51-57)
   2. Bargain/consideration
      Hamer v. Sidway (58-61)
      Restatement of Contracts, Second, §§ 71, 81 (62)
      Fried, Contract as Promise (63-64)
      Posner, Economic Analysis of Law (65-67)
      Williams v. Carwardine (68)
      Fischer v. Union Trust Co. (69-70)
      Comment: “Nominal” Consideration (71-74)
   3. Benefit conferred
      Mills v. Wyman (75-77)
      Webb v. McGowin (78-82)
      Restatement of Contracts, Second, § 86 and Comment a (83-84)
      Note (84-85)
      Edson v. Poppe (86)
      Muir v. Kane (86)
      In re Schoenkerman’s Estate (87)
      In re Crisan Estate (88-91)
4. **Reliance/promissory estoppel**
   *Kirksey v. Kirksey* (92-93)
   *Ricketts v. Scothorn* (94)
   Question (94)
   *East Providence Credit Union v. Geremia* (95-99)
   Question (99)
   *Goodman v. Dicker* (100-101)
   *Feinberg v. Pfeiffer Co.* (102-110)
   Restatement of Contracts, Second, § 90(1) (111)
   Hillman, *Questioning the “New Consensus” on Promissory Estoppel* (112-125)

C. **Fairness and Other Public Policy Limits on Enforcing Promises**
   
   1. **“Inadequate” consideration; Unconscionability**
      
      *Batsakis v. Demotsis* and accompanying note (126-130)
      *Embola v. Tuppela* (131)
      *American Home Improvement, Inc. v. MacIver* (132-135)
      U.C.C. § 2-302 and first paragraph of Comment 1 (136)
      Restatement of Contracts, Second, § 208 and Comment (137-138)
      Dawson, *Unconscionable Coercion* (139)
      *Waters v. Min Ltd.* (140-143)
      *Williams v. Walker-Thomas Furniture Co.* (144-145)
      Shapiro, *Courts, Legislatures, and Paternalism* (146-148)
      Sandel, *Liberalism and the Limits of Justice* (149-151)
      Schwartz, *A Reexamination of Nonsubstantive Unconscionability* (152-166)
   
   2. **“Illusory” promises and related fairness issues**
      
      *Wickham & Burton Coal Co. v. Farmers’ Lumber Co.* (167-170)
      *Gurfein v. Werbellovsky* (171)
      Restatement of Contracts, Second, § 77 and Comment (172-173)
      *Wood v. Lucy, Lady Duff-Gordon* (174-175)
      Note (175-177)
      U.C.C. §§ 1-304; 2-306(2), & Comment 5 (178)
      Restatement of Contracts, Second, § 205 and Comment (179)
      *Omni Group, Inc. v. Seattle-First Nat’l Bank* (180-184)
      *Corenswet, Inc. v. Amana Refrigeration, Inc.* (185-188)
      *Smith v. Price’s Creameries* (189-193)
      *Gianni Sport Ltd. v. Gantos, Inc.* (194-196)
      Questions (196)
      Kessler, Gilmore, and Kronman, *Contracts: Cases and Materials* (197-211)
   
   3. **Other statutory/public policy considerations**
      
      *Sharma v. USC* (212-217)
Part II. Remedies for Breach of Contract

A. Monetary Damages
   Introduction
      Introductory Note (2-4)

   1. The basic measure: expectation damages
      *Hawkins v. McGee* and accompanying note (5-10)
      *Sullivan v. O’Connor* (11-13)
      Comment: *Controls over Jury Verdicts* (14-17)
      *Groves v. John Wunder Co.* and accompanying note (18-28)
      Restatement of Contracts, Second, § 347 and Comment (29-30)
      Restatement of Contracts, Second, § 348 and Comment (31-32)
      *Peevyhouse v. Garland Coal & Mining Co.* (33-34)
      Question (34)
      *Laurin v. DeCarolis Construction Co.* (35-36)
      Comment: Damages as Punishment for Contract Breach (37-40)
      *Louise Caroline Nursing Home, Inc. v. Dix Construction Corp.* (41-43)

   2. Rationales for the expectation measure (and their limitations)
      Why Not Reliance? (44)
      Sharp, *Promissory Liability* (45)
      Dawson, *Restitution or (Expectation) Damages?* (46)
      Restatement of Contracts, Second, Reporter’s Note to Ch. 16 (47-48)
      Posner, *Economic Analysis of Law* (49)
      Holmes, *The Path of the Law* (50-52)
      Friedmann, *The Efficient Breach Fallacy* (53-58)
      Dworkin, *Is Wealth a Value?* (63-70)
      Posner, *Economic Analysis of Law* (71-72)

   3. Limitations on recovery of expectation damages
      a. Avoidable damages
         *Clark v. Marsiglia* (73-74)
         *Leingang v. City of Mandan Weed Board* (75)
         *Parker v. Twentieth Century-Fox Film Corp.* (76-83)
         Mitigation Problem (84)
         Restatement of Contracts, Second, § 350 and Comment (85-87)
         U.C.C. §§ 2-703; 2-706(1); 2-711; 2-712 (88-89)
b. **Foreseeability/Consequential Damages**

*Hadley v. Baxendale* (90-93)
*Kerr Steamship Co. v. Radio Corp. of America* (94)
*Lamkins v. International Harvester Co.* (95)
*Victoria Laundry (Windsor) Ltd. v. Newman Industries, Ltd.* (96-97)

Note: “Liable To Result” (98)
Note: **Foreseeability Today** (99-101)

U.C.C. § 2-715 and Official Comment 1, 2 (102)
Restatement of Contracts, Second, § 351, Comment (103-104)
*Valentine v. General American Credit, Inc.* (105-107)
Restatement of Contracts, Second, § 353 and Comment (108)

c. **Uncertain damages**

*Fera v. Village Plaza, Inc.* (113)
Restatement of Contracts, Second, § 352 and Comment (114)

4. **Alternative interests: Reliance and Restitution**

a. **Reliance damages in lieu of expectation damages**

Restatement of Contracts, Second, § 349 and Comment (121)
*L. Albert & Son v. Armstrong Rubber Co.* (122)

b. **Damages in promissory estoppel cases**

Comment: *Promissory Estoppel Damages* (123-125)
Review Restatement of Contracts, Second, § 90 & Comment d (126)
*Hillman, Questioning the “New Consensus” on Promissory Estoppel* (127-132)

c. **Restitution as a remedy for breach of contract**

*United States v. Algernon Blair, Inc.* (133-135)
Problem (136)
*Oliver v. Campbell* (137)
Note: *Discontinuity at Full Performance* (138-139)
Restatement of Contracts, Second, § 373 and Comment (140-141)

5. **Contractual provisions setting damages (“Liquidated damages”)**

*City of Rye v. Public Service Mutual Insurance Co.* (142-144)
*Banta v. Stamford Motor Co.* (145)
*Muldoon v. Lynch* (146)

Question (146)
Restatement of Contracts, Second, § 356(1) and Comment (147-148)
U.C.C. § 2-718(1) and Official Comment 1 (149)
*Wilt v. Waterfield* (150)
Comment: *The Penalty Rule and “Efficiency”* (151-152)
B. **Specific Performance**  
*Van Wagner Advertising Corp. v. S&M Enterprises* (153-158)  
*Curtice Brothers Co. v. Catts* (159-160)  
Restatement of Contracts, Second, § 360 (161)  
U.C.C. § 2-716(1) and Official Comment 1, 2 (162)  
Note (163)  
*American Broadcasting Co. v. Wolf* (164-173)  
Schwartz, *The Case for Specific Performance* (175-176)

C. **Restitution as a remedy for the materially breaching party**  
*Britton v. Turner* (177-181)  
Note (182)  
*Thach v. Durham* (183)  
U.C.C. § 2-718(2) and Official Comment 2 (184)  
*Reynolds v. Armstead* (185)

[Midterm Exam here]
Part III. Assent

A. The Making of Agreements

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   Introductory Note (2-3)

1. Objective versus subjective theories of contract
   Embry v. Hargadine-McKittrick Dry Goods Co. (4-7)
   Question (8)
   Hotchkiss v. National City Bank of New York (9)

2. Is there an “offer”: Intention to be bound (or not)
   Keller v. Holderman (10)
   Moulton v. Kershaw (11-13)
   Sharp, Promissory Liability (14)
   Problem (15)
   Problem (16)

3. Indefiniteness
   Joseph Martin, Jr. Delicatessen v. Schumacher (17-20)
   Question (20)
   Note (21)
   Restatement of Contracts, Second, § 33 and Comment b (22)
   U.C.C. § 2-305(1), (4) and Official Comment 1, 2, 4, 6 (23-24)
   Southwest Eng’g Co. v. Martin Tractor Co. (25-26)
   U.C.C. § 2-204 and Official Comment (27)
   Question (28)

4. Misunderstandings
   Raffles v. Wichelhaus (29-30)
   Questions (30)
   Flower City Painting Contractors v. Gumina Constr. Co. (31-32)
   Problem (1) (33)
   Restatement of Contracts, Second, § 20 (34-35)

5. Termination of offers
   a. In general
      Restatement of Contracts, Second, § 36 (36)

   b. Lapse of time
      Textron, Inc. v. Froelich (37)

   c. Death or incapacity of offeror or offeree
      Davis v. Jacoby (38-44)
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      Note (Restatement of Contracts, Second, § 32) (45)
d. **Revocation**

*Dickinson v. Dodds* (46-48)
Restatement of Contracts, Second, § 25 and Comment (49)
*Petterson v. Pattberg* (50-54)
Wormser, *The True Conception of Unilateral Contracts* (55-56)
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U.C.C. § 2-206(1) and Official Comment 1, 3 (65)
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6. **Valid means of acceptance**

a. **General concepts**

*Livingstone v. Evans* (78-79)
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Comment: *The “Deviant Acceptance” at Common Law* (81-83)

b. **The “battle of the forms”**

*Contract Formation Through the Exchange of Printed Forms* (84-86)
U.C.C. § 2-207 and Official Comment (87-89)
*Idaho Power Co. v. Westinghouse Electric Corp.* (90-94)
Comment: *The Qualified or Conditional Acceptance* (95-98)

c. **The mailbox rule**

Restatement of Contracts, Second, § 63 and Comment (99)
Problem (100)

d. **Silence as acceptance**

*Day v. Caton* (101-103)
Restatement of Contracts, Second, § 69(1) (104)
*Hobbs v. Massasoit Whip Co.* (105-106)
Comment: *The Privilege of Silence* (107-110)

B. **Written Contracts, the Statute of Frauds and the Parol Evidence Rule**

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Introductory Note (111)
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U.C.C. § 2-201 and Official Comment (123-126)
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   *Mitchill v. Lath* (127-132)
   Note: *Believability and “Naturalness”* (133-134)
   Hatley v. Stafford (135-141)
   Restatement of Contracts, Second, § 209, § 213(1) and Comment, § 214, § 216 and Comment (142-144)

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   Interpretation of Written Agreements (145-147)
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   Restatement of Contracts, Second, § 209(1) (204)
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   Comment: *Section 211 and “Reasonable Expectations”* (206-10)
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A. Duress in Formation of Contracts
Farnsworth and Young, *Contracts: Cases and Materials* (2-4)
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*Austin Instrument Co. v. Loral Corp.* (7-11)
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*Schwartzreich v. Bauman-Basch, Inc.* (18)
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*Goebel v. Linn* (20)
Note: *Things “Not Anticipated”* (26-28)
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*Fried v. Fisher* (30-33)

C. Mistake and Nondisclosure
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   a. Mutual mistake
      *Sherwood v. Walker* (34-39)
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      Note: *Reformulating Sherwood* (41-42)
      Restatement of Contracts, Second, § 152 and Comment (43)
      Restatement of Contracts, Second, § 154 and Comment (44-45)
   b. Unilateral mistake
      *Osberg v. City of the Dalles* (46-52)
      *Elsinore Union Elementary School Dist. v. Kastorff* (53-58)
      Restatement of Contracts, Second, § 153 (59)
      Comment: *Information and Mistake* (60-61)

2. The duty to disclose information
   *Reed v. King* (62-63)
   *Eytan v. Bach* (64)
   Note: *Nondisclosure and Concealment* (65-67)
   Restatement of Contracts, Second, § 161(b) & Comment (68-69)
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A. Justifications for Nonperformance

1. Failure of Conditions
   
   *Kingston v. Preston* (2-3)
   *Williston, Contracts* (4)
   *Restatement of Contracts, Second, § 234 and Comment, § 238* (5)
   *Conley v. Pitney Bowes* (6-9)
   *Stewart v. Newbury* (10-13)
   *Question* (13)
   *U.C.C. § 2-307 and Official Comment* (14)

2. Impossibility and Impracticability
   
   a. Development of the doctrine
      
      *Taylor v. Caldwell* (15-18)
      *Harrison v. Conlan* (19)
      *Garman* (20)

   b. Modern approach
      
      *U.C.C. § 2-615 and Official Comment* (25)
      *Mishara Constr. Co. v. Transit-Mixed Concrete Corp.* (26)
      *Unger, Law in Modern Society* (27-31)
      *Speidel, The New Spirit of Contract* (32-40)

3. Frustration of purpose
   
   *Krell v. Henry* (41-45)
   *Restatement of Contracts, Second, § 265* (46)
   *Posner & Rosenfield, Impossibility and Related Doctrines* (47-51)
   *Kull, Mistake, Frustration, and the Windfall Principle* (52-55)

B. Unjustified Nonperformance & the Problem of Forfeiture

1. The Perfect-Tender Rule & the doctrine of Substantial Performance
   
   *Oshinsky v. Lorraine Mfg. Co.* (56-57)
   *Ramirez v. Autosport* (58)
   *U.C.C. § 2-601, 602(1), 605(1), 703* (59-60)
   *Beck & Pauli Lithographing Co. v. Colorado Milling & Elevator Co.* (61)
   *Bartus v. Riccardi* (62-64)
   *Worldwide RV Sales & Service v. Brooks* (65)
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   *Plante v. Jacobs* (68-71)
   *Jacob & Youngs v. Kent* and accompanying note (72-73)
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*(Prof. Calandrillo, Winter 2019, 7 credits)*

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<td>Part I.B.3</td>
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<td>6.</td>
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<td>Finish Part I.C.1, Part I.C.2 through <em>Omni</em></td>
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*Fine Print Legal Disclaimer: Assignments for each date are estimates only, and subject to change on short notice.*