

Syllabus for Contracts A501B (current as of January 5, 2019)
Monday-Thursday, 10:30 to 12:20 Room 127

Professor Anita Ramasastry
William Gates Hall Room 428

Group Office hours: Mondays: 3:30 to 4:30 Room 207/Individual office hours by appointment
Email: arama@uw.edu/phone (206) 616-8441

1. Course Materials

Required Textbook:

Epstein, Markell & Ponoroff, : Cases and Materials on Contract: Making and Doing Deals (5th 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 [http://www.lexinter.net/LOTWVers4/restatement_\(second\)_of_contracts.htm](http://www.lexinter.net/LOTWVers4/restatement_(second)_of_contracts.htm) 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.

4. Class Participation and Attendance.

Each student is expected to be prepared to discuss the assigned readings for each class. His 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 have open office hours for contracts on Mondays from 3:30 to 4:30 Room 207. On the Mondays when we have a public holiday (January 21 and February 18), I will shift our office hours to Wednesdays. Since I am teaching a large class I will hold an open office hour solely for my contracts' students. This means that any student from our class should drop by and feel free to join in the discussion at any time and I will podcast/record those discussions. At times, I will specifically designate additional office hours for students can come individually or collectively to my office to ask questions about class.

Of course, students should feel free to contract 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. One in February that will count for 10 percent of your final grade and one in March that 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.

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

January 7

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

EMP, pp. 1-37

January 8

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, 20

UCC Section 2-204

January 9

2. Offer, EMP, pp. 66-92

- 3.

Restatement Sections 24, 26, 30, 32-33

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

January 10

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

January 14

6. Modes and Methods of Acceptance

- a. Offerors Control over the Manner of Acceptance, EMP, pp. 122-42

- b. Effectiveness of Promissory Acceptance, EMP, pp. 142-150

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

UCC Sections 2-207, 2-208

January 15

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

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

January 16

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

UCC 2-207

January 17

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

January 21 – Public Holiday

January 22

No class lecture- watch web lecture on indefiniteness,

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

January 23

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

January 24

CHAPTER FOUR – IS THE AGREEMENT UNENFORCEABLE BECAUSE OF THE FLAWS IN THE AGREEMENT PROCESS OR PROBLEMS WITH THE LANGUAGE OF THE AGREEMENT

1. Statutes of Fraud, EMP, pp. 365-387

UCC Section 2-202

January 28

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

January 29

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

January 30

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

Restatement Sections 151, 152-154, 157-158

January 31

Contract Substitutes

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

Restatement Sections 90 and 349

February 4 – Mid-term exam in class

February 5

No class- watch web lecture on implied contracts and review contract negotiation package outline strategy for negotiation with partner, EMP, pp. 949-977

Restatement Sections 86, 158, 270-374, 376-377

February 6 –7 meet negotiating partner for contract negotiation – once you have agreed on key terms work on agreeing to and revising a basic agreement – Due by beginning of class on February 10

CHAPTER FIVE – WHAT ARE THE TERMS OF THE DAL?

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

Restatement Sections 209-216
UCC Section 2-202

February 11

Parol Evidence continued, EMP pp. 497-530

February 12

- 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

February 13

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

Restatement Sections 77, 205
UCC Section 1-203

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

February 18 – Holiday

February 19

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

UCC Sections 2-213 to 2-318

February 20,

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

February 25

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

February 26

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,

February 27

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

February 28

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

March 4

7. Reliance Damages and Promissory Estoppel, EMP, pp. 831-838
8. Limitations on Damages, EMP, pp. 838-859

March 5

Limitations on Monetary Damages continued

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

March 6

Specific Performance, EMP, pp. 903-923

Restatement Section 357
UCC Section 2-716

March 7

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

March 11

Contract client counseling review exercise for first part of class
Exam review second part

March 12

Contract client counseling review exercise for first part of class
Exam review second part

March 13

Exam review