

LAW A501 Contracts
Winter 2019
Prof. Aaron G. Thomson

Class Times: Fridays @ 10:30-12:20, (Lunch Break), 1:30-2:20
Gates Hall Room 133

Office Hours by appointment (email: athomson@uw.edu & aarongthomson@gmail.com)

Assistants:

Course Description:

Contract law deals with the making and breaking of promises, and the consequences that stem from those actions. We all make promises in life, but when do those promises rise to the level of enforceable contracts? What happens when we promise to do something, and then don't do it, or do something slightly different instead? What happens when you rely on someone's promise, and then they break that promise?

This course will focus on the guiding principles of contract law, including formation, consideration, bargaining, performance, conditions, termination, breach, defenses, damages, and the remedies available to parties to enforceable agreements. Because this is a compressed 3-credit crash course, we will be VERY BUSY covering the material, and there are many exciting aspects of contract law that we will not have time to cover, such as Article 2 Sales of Goods, Advertisements and Solicitations, Click through and Shrink-Wrap Terms, Contracts of Adhesion, Options and Firm Offers, Unjust Enrichment, Construction and Interpretation, Rescission and Restitution. That said, I'd love to discuss any of these topics with you during office hours!

As we study how contracts are formed, how they operate, and how they ultimately terminate, we should be asking whether the substantive body of contract law promotes fairness and equity, or whether the laws are ripe for reconsideration and restructuring to meet changing societal and public policy needs.

I hope to share with you both the substantive body of contract law and my years of experience negotiating, drafting, interpreting, enforcing and arguing the meaning of contracts in my day-to-day legal practice.

With that, welcome to The Law of Contracts! I hope you will enjoy taking this course as much as I will love teaching it.

Learning Objectives:

The primary goals of this class are to:

- Analyze and understand the foundations of contracts in common law
- Analyze and understand the basic substantive principles of contract law
- Apply precedent and contract law principles to new factual situations

- Learn how to interpret contracts using various methods and approaches
- Be able to competently and ethically advise clients on fundamental issues of contract law as they apply to the client's contractual issues and objectives.

COURSE WEBSITE: You can access this syllabus, any class handouts, and other class information on the course website at:

<https://canvas.uw.edu/courses/1256893>

REQUIRED TEXTS: All students must have the required textbook listed below. Although no other materials are necessary for this course, we may examine certain Washington contract cases using Lexis or Westlaw.

- Blum & Bushaw, Contracts: Cases, Discussion and Problems (3rd Ed.)

GRADING: Grades will be based on a mid term (15%) final examination (75%) and class participation (10%).

- **Multiple Choice Mid Term** (15%)
- **Multiple Choice and Essay Examination** (75%):

The Mid Term will be a timed 30-minute examination (approximately 15 questions). The Final exam will be one hour of multiple choice questions, and a two-hour open-book essay exam that will consist of various fact patterns/ problems for you to provide legal analysis and conclusions in IRAC format (which we will discuss). You may bring your casebook, any other assigned readings, legal or non-legal dictionaries, and your own notes and outlines. You may NOT bring commercially prepared outlines or materials. You may NOT consult the Internet or cut and paste previously prepared materials into your answers. Please contact me if you have any questions regarding permitted materials.

- **Class Participation** (10%):

All students are expected to participate in class discussions. The entire class benefits when each of you shares your opinion and asks questions. The class's active participation also lets me know that all of you have understood the material, and it helps me provide clarification where necessary. I will call upon you in class at least once during the quarter. Your participation score will depend on your ability to provide thoughtful responses to my questions. Exceptional participation can result in bonus points.

To be clear, good preparation and participation is not based on the frequency or quantity of your contribution, but rather the quality and depth of your contribution (i.e., 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).

ATTENDANCE: Class will start on time with or without you. Please do attend and participate in class—it's the best way to learn, do well, and enjoy your time in school. Law school policy

requires at least 80% attendance to receive course credit. Please review the student handbook if you have any questions regarding attendance. If you know that you are not going to be able to attend a class in advance, please email me and let me know.

DISABILITY ACCOMMODATION: Please review the Law School student handbook for the University's disability accommodation policy. Do not hesitate to contact me if my assistance is needed.

RECORDING CLASSES: On request, I will arrange for classes to be recorded and posted to the course website. Please contact me at least one week in advance if you would like a particular class to be recorded.

READING ASSIGNMENTS: All readings are subject to change. Please complete readings *before* the date on which they are listed.

IN-CLASS COMPUTER USE: If you bring a computer to class, you may use it for class-related purposes—for example, taking notes and viewing class materials. As a courtesy to me and others, please refrain from reading/sending email, instant messaging, accessing the Internet, and playing games.

OFFICE HOURS: Office hours will take place in the classroom immediately following the class, both during the lunch hour and after the final hour. Should you have substantive questions, I encourage you to see me during my office hours or to schedule an appointment. Requests are best directed to me by email. In addition, if you come to see me about a substantive question, please come prepared with your best answer to that question. Our meeting time is best spent if you have already given the question serious independent consideration.

COURSE SYLLABUS: For each assignment below, please read and be prepared to discuss during class the assigned text from the Blum and Bushaw casebook.

Date	Topic(s)	Reading Assignment
Fri., January 11th	Introductory Matters: <u>Contract Formation:</u> A. Mutual Assent B. Offer C. Acceptance	1-25 (Stop @ Questions) A. 59-69 (Stop @ James v. McDonalds Corp.) B. 95-102 (Stop @ Babcock) C. 123-139
Fri., January 18th	<u>Contract Formation Cont.:</u> A. Revocation of Offer B. Unilateral Contracts C. Preliminary, Incomplete and Indefinite Agreements	A. 149-154 B. 154[F]-165 [Stop @ Questions] C. 207-236
Fri., January 25 th	<u>Enforceability:</u> A. Statute of Frauds B. Consideration	A. 239-262 [Stop @ G] B. 265-293 [Stop @ B]
Friday, February 1 st	<u>Enforceability Cont.:</u> A. Consideration Continued: B. Promissory Estoppel:	A. 294[B]-326 [Stop @ 3] B. 331-350 [Stop @ <i>In Re Morton Shoe</i>] 364[3]-371 [Stop @ Problem 10.1]
Fri., February 1 st TAKE HOME MID TERM	15 MCQ: 30 Min	30 Minutes.

Fri., February 8 th	<u>Defenses to Performance:</u> A. Misrepresentation and Fraud B. Duress and Unconscionability C. Undue Influence	A. 421-457 [Skip Section 7] B. 458-469 [Stop @ D] C. 480[E]-506 [Stop @ Questions]
Fri., February 15 th	<u>Defenses to Performance:</u> A. Illegality; Public Policy B. Incapacity C. Misunderstanding; Mistake D. Impracticability E. Frustration	A. 513-535 [Stop @ Questions] B. 538-560 C. 662[A] - 690 [Stop at Note on <i>Drennan v. Star Paving</i>] D. 693[C]-697 E. 703-709
Fri., February 22 nd	<u>Breach of Contract:</u> A. Material Breach B. Substantial Performance C. Perfect Tender D. <i>Jacob & Young, Inc v. Kent</i> E. Anticipatory Repudiation	A. 763-771 B. 772-781 C. 782-784 D. 734-739 E. 786-793 [Stop @ Problem 19.6]
Fri., March 1 st	<u>Remedies:</u> A. Expectation Damages; Reliance Damages; Liquidated Damages; Equitable Relief	A. 797- 833 [Stop @ Problem 20.3]

<i>cont...</i>	B. Specific Performance	B. 909-923 [<i>Stop @ Systems and Software, Inc. v. Barnes</i>]
Fri., March 8 th	<u>Parole Evidence:</u> A. Parole Evidence B. Final Exam Review	A. 617-644 B. Course Review Slides Teacher Evaluation
March 20	8:30 AM	FINAL EXAM