

Contracts A501C Winter Quarter 2021
Syllabus (current as of 2/27/21)
Monday, Tuesday, Thursday, 10:30 a.m. to 12:20 p.m. (Via Zoom)

Professor Anita Ramasastry
William Gates Hall Room 428
Mondays: 3:30 to 5 p.m. (most weeks) –
<https://www.signupgenius.com/go/30E0F4DAAAD29AA8-contracts3>
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Teaching fellow: Lindsey Macalalad, 2L email macall@uw.edu (see schedule for small group meetings).

Schedule for small group meetings is posted on CAVAS

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 via Lexis, Westlaw, etc. I will post the Table of Contents for the Restatement on CANVAS.

The Restatement provides a useful overview of contract” rules” and helps you understand how the rules work in terms of the timeline or sequence of a contract dispute. You can purchase an online Kindle version

<https://www.amazon.com/Restatement-Second-Contracts-American-Institute-ebook/dp/B00EQCEZS6>

2. Course goals and objectives

This first-year course is designed 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 contract 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 and 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 play out when parties reach agreements and resolve contractual disputes.

I will be recording a short video which provides an overview of the relevant topic we are discussing for students to watch before class. This means we will meet for a shorter time in person – (e.g. 90 minutes) to give students a break from Zoom fatigue.

I will also be assigning students to breakout groups, which will change at least once during the quarter so that you get to know other classmates and work with different people. For the initial breakout groups, I will ask students to identify 1 or 2 classmates with whom you may want to work so that you have someone within your group with whom you have worked/collaborated during the autumn quarter.

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. 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 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 February that will count for 10 percent of your final grade and a final exam in March 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 [Religious Accommodations 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 have your casebook available during 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 4

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

EMP, pp. 1-37

January 5

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; Do problems on pages 63 and 65

Restatement Sections 17, 18, 20

UCC Section 2-204

Note: There is an additional set of practice problems on mutual assent for review posted on CANVAS

January 7

2. Offer, EMP pp. 66-92

Restatement Sections 24, 26, 30, 32-33

UCC Sections 2-206, 2-208, 2-308, 2-309

January 11

3. Destroying the offer, EMP pp. 92-109, Do problems on page 109

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

4. Preserving the Offer, EMP pp. 110-116, Read note on firm offers on page 120 and do problems on firms offers on pages 120-121

Restatement Sections 45, 87

UCC Section 2-205

January 12

1. Modes and Methods of Acceptance, EMP pp. 122-142, 145-148, Do problems on page 149-150, 150-162, Do problems on page 162

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

UCC Sections 2-208

Note: There is an additional set of practice problems on the mailbox rule for review posted on CANVAS

January 14

1. Discussion of the Battle of the Forms Deviant Acceptance under UCC 2-207, EMP, pp. 176-203

See flow chart posted online in course materials for 2-207

UCC 2-207

Note: There is an additional set of practice problems on UCC -2-207 for review posted on CANVAS

January 18: No class – MLK Holiday

January 19

2. Deficient Agreements, Insufficient, Inadequate and Postponed Terms, EMP pp. 225-243, Do problems on page 230 on misunderstanding

January 21

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 p., 271-283, Do problems on page 275
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

Note: There is an additional set of practice problems on consideration for review posted on CANVAS

January 25

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

Note: There is an additional set of practice problems on the statute of frauds for review posted on CANVAS

January 26

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 28

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

Restatement Sections 178-179

6. Unconscionability, EMP pp 424-439

Restatement Section 208

UCC Section 2-302

Note: Note: There is an additional set of practice problems on contractual defenses for review posted on CANVAS

February 1

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

Restatement Sections 151, 152-154, 157-158

February 2

Contract Substitutes

1. Reliance and the Legal Concept of Promissory Estoppel, EMP pp. 326-347, 353-357

Restatement Sections 90 and 349

February 4

2. Quasi-Contracts and Restitution EMP pp. 949-962, 968-971 and 977-78 (note on promissory restitution)

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

February 8

CHAPTER FIVE – WHAT ARE THE TERMS OF THE DEAL?

1. Where do Terms Come From?

2. Parol Evidence, EM, pp. 465-473, Do problem on trade usage on p. 470, 482-496, Do problems on page 496 on terms implied by the UCC

Restatement Sections 209-216

UCC Section 2-202

February 9

Parol Evidence continued, EMP pp. 497-524

See flow chart posted on CANVAS web page for parol evidence

February 11

Parol evidence continued EMP pp. 524-532 – Do problems on parol evidence on page 531-532

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

There is an additional set of practice problems on parol evidence for review posted on CANVAS

February 15: No class – Presidents Day holiday

February 16

4. Other Rules of Contract Interpretation, EMP pp. 564-568, Do problems on page 567-568, 573-580

Restatement Sections 77, 205

5. Warranties and the UCC, Express Warranties, EMP pp. 581-591, Do problem on express warranty on page 591

Note: There is an additional set of practice problems on express warranties for review posted on CANVAS

February 18

6. Implied Warranties, EMP pp. 591-607
7. Disclaimers of Warranties, EMP pp. 617-630

UCC Sections 2-213 to 2-318

February 22 – In class midterm

February 23

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 of Purpose, EMP, pp. 679- 685 (do not read avoidance of forfeiture)

Restatement Sections 231-234, 261, 263, 265

February 25

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

Restatement Section 241

UCC Sections 2-608 to 2-611

March 1

CHAPTER SEVEN – HOW DOES THE LAW ENFORCE A DEAL

1. The Problem Examined and Money Damages, EMP pp.769-771
2. Money Damages (Expectation), EMP pp. 771-800
3. Expectation Damages Continued for Lost profits, EMP pp. 800-801

Restatement Sections 344, 347, 348

March 2

4. Money Damages under the UCC, EMP, pp. 812-816, Do problems on Buyers and Sellers Damages on pages 813 and 816

UCC 2-701, 2-703, 2-704, 2-706, 2-708 to 2-710, 2-711 to 2-716 2-719, 2-723

March 4

5. The Reliance Interest as an Alternative Remedy, EMP, pages 820-830
6. Reliance Damages and Promissory Estoppel, EMP, pp. 831-838

Restatement Section 349

March 8

7. Limitations on Damages, EMP, pp. 838-846 and 851-857
8. Certainty, EMP, pp. 867-875

Restatement Sections 350-352, 356

March 9

9. Specific Performance, EMP pp. 903-905
10. Restitution as an Alternative Measure of Damages, EMP pp. 936-947

Restatement Section 357, 370 to 376

UCC Section 2-716

