University of Baltimore School of Law  
Spring 2010  
Contracts II – Law 603

Section 302A – Law Center Room 201  
Tuesdays, 10:30 a.m. – 11:45 a.m.  
Thursdays, 10:30 a.m. – 11:45 a.m.

Section 302E – Law Center Room 203  
Tuesdays – 1:30 p.m. – 2:45 p.m.  
Thursdays – 1:30 p.m. – 2:45 p.m.

Office Hours:  
To be determined

Syllabus/Reading Assignments

Contracts II Course Overview

This course will present an overview of contracts remedies, including expectancy damages, restitution, and specific performance. It will also cover the techniques of contract interpretation, including the parol evidence rule and the relationship between duties and conditions. The course will also focus on excuses and defenses, including duress, undue influence, misrepresentation, fraud, mistake, unconscionability, impossibility, impracticability and frustration of purpose. A more specific breakdown of the topics to be covered is set forth below.

Course Materials

The required and optional texts, as well as the reading assignments, are set forth below. I may also periodically assign other readings. These will either be posted online or be distributed in the form of handouts. Please be prepared for class at least one full assignment in advance.
Required Texts:


Optional Texts:


**ASSIGNMENTS**

Reading Assignments: It is expected that students will have read the assigned pages (as well as any Restatement sections and U.C.C. provisions referenced in the reading assignments) and be prepared for class.

**EVALUATION**

Evaluation: Grading for the course will be determined on the basis of a final exam. The final exam will be in the form of short answers and essay questions. Students’ exams will be identified by blind grading numbers, which are obtained online on MyUB before the exam period. Exam numbers are randomly generated by the registrar’s office and assigned to each student.

The Contracts II course is subject to the law school’s mandatory grading range for first-year courses. Under the mandatory grading range, each faculty member teaching a section of any first-year course shall have an average grade (i.e., the arithmetic average of all of the grades assigned to students in the section) that is no lower than 2.67 and no higher than 3.00. The law school’s mandatory grading range is more fully described on the law school’s website at http://law.ubalt.edu/template.cfm?page=290.

Attendance: Class attendance is a primary obligation of each student and you are expected to attend each class on time. Per ABA and law school policies you may have no more than five absences. A student who exceeds the maximum allowable absences may be compelled to withdraw from the course or may be barred from sitting for the final exam. A student who is compelled to withdraw or is barred from sitting for the final exam may receive an “F” in the course. A student who is present, but unprepared for
class, may be treated as absent. The law school’s attendance policy can be found online at http://law.ubalt.edu/template.cfm?page=267.

**Class Participation:** Class participation is expected and demonstrates that you have read and reflected on the issues raised in the reading assignments. Grades may be raised or lowered up to a half letter grade (e.g., A- to B+ or C+ to B-) based on the overall quality of a student’s class participation.

**OTHER ISSUES**

**TWEN:** I will use Westlaw’s TWEN website to communicate with the class. (Go to lawschool.westlaw.com and link to TWEN.) You are responsible for checking it regularly.

**Office Hours:** I have an open-door policy, so please feel free to stop by my office. Otherwise, feel free to make an appointment (either by phone or e-mail) to see me. You are welcome to contact me via e-mail, and my e-mail addresses are listed above. My regular office hours will be determined at the beginning of the semester.

**Academic Integrity:** The School of Law Honor Code sets the standards of integrity and professionalism for law students, and each student is bound by the Honor Code. The Honor Code is available at http://law.ubalt.edu/template.cfm?page=477.

**Laptops:** Laptops may be used in class for note-taking, but may only be used in class for course-related work. Students may also use laptops on the final exam.

**Disability Policy:** If you are a student with a documented disability who requires an academic accommodation, please contact the Office of Academic Affairs at (410) 516-5623.

**Class Cancellation:** If a class is cancelled, notices will be sent to students via e-mail on TWEN. If there is inclement weather, students should visit the University of Baltimore web page or call the University’s Snow Closing Line at (410) 837-4201. If the University is not closed, students should presume that classes are running on the normal schedule.

**Course Coverage:** Below is the list of reading assignments for the semester. Additional reading assignments may also be added, and I may modify the syllabus during the course of the semester. I will announce any such modifications in class or through a posting on TWEN.
WEEK ONE

Tuesday, January 12, 2010

Topics: Course Overview; Introduction to Contract Remedies

Required Reading: Casebook, pp. 198-209; Supplement, pp. 1-4 (“Compilers’ Note”), p. 162 (Restatement (Second) of Contracts §§ 344, 345), p. 173 (Restatement (Second) of Contracts § 352); & pp. 214 (U.C.C. § 1-305) & 218 (U.C.C. § 1-106)

Assigned Cases: Sullivan v. O’Connor, 296 N.E.2d 183 (Mass. 1973); Curtice Brothers Co. v. Catts, 66 A. 935 (N.J. Ch. 1907)

Optional Reading: Blum, pp. 627-35

Thursday, January 14, 2010

Topics: Introduction to Contract Remedies; Restitution; “Foreseeability”


Optional Reading: Blum, pp. 235-41, 648-53; Chirelstein, pp. 1-11, 194-99

WEEK TWO

Tuesday, January 19, 2010

Topics: Performance; Integration; Parol Evidence Rule

Required Reading: Casebook, pp. 655-65; Supplement, pp. 90, 92-93 (Restatement (Second) of Contracts §§ 209-210, 212-218)

Assigned Cases: Mitchill v. Lath, 160 N.E. 646 (N.Y. 1928); Masterson v. Sine, 436 P.2d 561 (Cal. 1968)

Optional Reading: Blum, pp. 347-57; Chirelstein, pp. 94-105
Thursday, January 21, 2010

Topics: Integration; Parol Evidence Rule

Required Reading: Casebook, pp. 665-77; Supplement, pp. 234-35 (U.C.C. § 2-202)


Optional Reading: Blum, pp. 357-65

WEEK THREE

Tuesday, January 26, 2010

Topics: Contract Interpretation; Interpretation Rules

Required Reading: Casebook, pp. 679-90; Supplement, pp. 84-86 (Restatement (Second) of Contracts §§ 200-204 & 206-207) & pp. 200, 218 (U.C.C. § 1-103)


Optional Reading: Blum, pp. 267-280

Thursday, January 28, 2010

Topics: Contract Interpretation; Interpretation Rules; Duty of Good Faith and Fair Dealing

Required Reading: Casebook, pp. 690-698, 718-727; Supplement, p. 86 (Restatement (Second) of Contracts § 205) & pp. 210-11 (U.C.C. § 1-303), 213 (U.C.C. § 1-304), 217-18 (U.C.C. § 1-102), 220 (U.C.C. § 1-201(19)), 223-24 (U.C.C. §§ 1-203 & 1-205), 228 (U.C.C. § 2-103(1)(b)) & 238-39 (U.C.C. § 2-208)


Optional Reading: Blum, pp. 281-87, 288-90
WEEK FOUR

Tuesday, February 2, 2010

Topics: Contract Interpretation; “Reasonable expectations”

Required Reading: Casebook, pp. 698-718; Supplement, p. 241 (U.C.C. § 2-301)

Assigned Cases: In re Katrina Canal Breaches Litigation, 495 F.3d 191 (5th Cir. 2007); Omni Berkshire Corp. v. Wells Fargo Bank, N.A., 307 F. Supp.2d 534 (S.D.N.Y. 2004)

Optional Reading: Blum, pp. 290-93

Thursday, February 4, 2010

Topics: Contract Interpretation; Duty of Good Faith and Fair Dealing; Conditions

Required Reading: Casebook, pp. 730-34, 736-48, 826-27, 831-36; Supplement, p. 104 (Restatement (Second) of Contracts § 234)

Assigned Cases: Patterson v. Meyerhofer, 97 N.E. 472 (N.Y. 1912); Market Street Associates Limited Partnership v. Frey, 941 F.2d 588 (7th Cir. 1991); Palmer v. Fox, 264 N.W. 361 (Mich. 1936)

Optional Reading: Blum, pp. 183-84, 517-32, 549-50; Chirelstein, pp. 117-121

WEEK FIVE

Tuesday, February 9, 2010

Topics: Performance; Duty of Good Faith; Exercise of Reserved Discretion

Required Reading: Casebook, pp. 748-761; Supplement, p. 93 (Restatement (Second) of Contracts § 224), p. 101 (Restatement (Second) of Contracts § 228) & p. 244 (U.C.C. § 2-306)


Optional Reading: Blum, pp. 533-38
Thursday, February 11, 2010

Topic: Specific performance

Required Reading: Casebook, pp. 1029-1048; Supplement, pp. 179-81
(Restatement (Second) of Contracts §§ 357-360, 362-365, 367, 369) & p. 290 (U.C.C. § 2-716)

Assigned Cases: Laclede Gas Co. v. Amoco Oil Co., 522 F.2d 33 (8th Cir. 1975);
Northern Indiana Pub. Serv. Co. v. Carbon County Coal Co., 799 F.2d 265 (7th Cir. 1986);
Walgreen Co. v. Sara Creek Property Co., 966 F.2d 273 (7th Cir. 1992)

Optional Reading: Blum, pp. 675-81

WEEK SIX

Tuesday, February 16, 2010

Topics: Specific Performance; Avoidance of Contracts; Capacity to Contract: Infancy, Minors, Mental Incompetence

Required Reading: Casebook, pp. 464-68, 475-79, 483-85, 1050-1062;
Supplement, pp. 14-16 (Restatement (Second) of Contracts §§ 7, 12-16) & p. 180
(Restatement (Second) of Contracts § 361)

Assigned Cases: American Broadcasting Companies v. Wolf, 420 N.E.2d 363

Optional Reading: Blum, pp. 453-57, 459-63

Thursday, February 18, 2010

Topics: Changed Circumstances; Impossibility; Impracticability; Frustration of Purpose

Required Reading: Casebook, pp. 861-875; Supplement, pp. 135, 140-43
(Restatement (Second) of Contracts §§ 261-266) & p. 278 (U.C.C. § 2-615)

Optional Reading: Blum, pp. 489-500; Chirelstein, pp. 162-73

WEEK SEVEN

Tuesday, February 23, 2010

Topic: Impracticability

Required Reading: Casebook, pp. 889-96, 903-14; Supplement, pp. 143-44 (Restatement (Second) of Contracts §§ 267-272)


Optional Reading: Blum, pp. 500-16

Thursday, February 25, 2010

Topics: Duress; Undue Influence

Required Reading: Casebook, pp. 550-61; Supplement, pp. 72-73 (Restatement (Second) of Contracts §§ 174-177)


Optional Reading: Blum, pp. 403-12; Chirelstein, pp. 74-80

WEEK EIGHT

Tuesday, March 2, 2010

Topic: Unconscionability

Required Reading: Casebook, pp. 561-75; Supplement, p. 86 (Restatement (Second) of Contracts § 208) & p. 241 (U.C.C. § 2-302)

Optional Reading: Blum, pp. 412-19; Chirelstein, pp. 85-93

Thursday, March 4, 2010

Topics:  Contracts of Adhesion; Unconscionability

Required Reading: Casebook, pp. 575-593; Supplement, pp. 91-92 (Restatement (Second) of Contracts § 211)


Optional Reading:  Blum, pp. 419-23

WEEK NINE

Tuesday, March 9, 2010

Topics:  Unconscionability; Illegality; Public Policy

Required Reading:  Casebook, pp. 593-615; Supplement, pp. 14, 73-74, 82, 84 (Restatement (Second) of Contracts §§ 8, 178-180, 197-199), p. 245 (U.C.C. § 2-309) & pp. 291-92 (U.C.C. § 2-719)


Optional Reading:  Blum, pp. 385-89, 423-31

Thursday, March 11, 2010

Topics:  Illegality; Public Policy

Required Reading:  Casebook, pp. 616-30; Supplement, pp. 74-75, 81-82 (Restatement (Second) of Contracts §§ 181-184, 186, 192-194, 196)

Optional Reading: Blum, pp. 431-52

SPRING BREAK

Tuesday, March 16, 2010 – NO CLASS

Thursday, March 18, 2010 – NO CLASS

WEEK TEN

Tuesday, March 23, 2010

Topic: Mistake

Required Reading: Casebook, pp. 488-503; Supplement, pp. 56, 58, 63 (Restatement (Second) of Contracts §§ 151-154)


Optional Reading: Blum, pp. 473-80; Chirelstein, pp. 155-62

Thursday, March 25, 2010

Topics: Mistake; Reformation; Rescission

Required Reading: Casebook, pp. 503-19; Supplement, pp. 68-69 (Restatement (Second) of Contracts §§ 155-158)

Assigned Cases: Lenawee County Board of Health v. Messerly, 331 N.W.2d 203 (Mich. 1982); OneBeacon America Ins. Co. v. Travelers Indemnity Co. of Ill., 465 F.3d 38 (1st Cir. 2006)

Optional Reading: Blum, pp. 480-88

WEEK ELEVEN

Tuesday, March 30, 2010
Topics: Fraud; Misrepresentation; Duty to Disclose; Rescission; Restitution

Required Reading: Casebook, pp. 522-41; Supplement, pp. 69-72 (Restatement (Second) of Contracts §§ 159-169, 171-172) & p. 292 (U.C.C. § 2-721)


Optional Reading: Blum, pp. 390-403; Chirelstein, pp. 80-85

Thursday, April 1, 2010

Topics: Breach of Contract; Anticipatory Breach; Right to Suspend Performance


Assigned Cases: Taylor v. Johnston, 539 P.2d 425 (Cal. 1975); AMF, Inc. v. McDonald’s Corp., 536 F.2d 1167 (7th Cir. 1976)

Optional Reading: Blum, pp. 573-81, 584-85, 590-601; Chirelstein, pp. 149-54

WEEK TWELVE

Tuesday, April 6, 2010

Topics: Damages; Mitigation of Damages


Optional Reading: Blum, pp. 5-7, 629-31, 653-56, 660-65; Chirelstein, pp. 183-190
Thursday, April 8, 2010

Topics: Alternative Remedies: Reliance and Restitution

Required Reading: Casebook, pp. 955-59, 962-64, 968-70, 973-77; Supplement, pp. 182-85 (Restatement (Second) of Contracts §§ 370-371, 373-374, 376-377)

Assigned Cases: Bernstein v. Nemeyer, 570 A.2d 164 (Conn. 1990); Locks v. Wade, 114 A.2d 875 (N.J. Super. 1955); Reliance Cooperage Corp. v. Treat, 195 F.2d 977 (8th Cir. 1952)

Optional Reading: Blum, pp. 243-51, 666-75; Chirelstein, pp. 199-212

WEEK THIRTEEN

Tuesday, April 13, 2010

Topics: Damages; Liquidated Damages; “Economic Waste”

Required Reading: Casebook, pp. 980-992, 1063-69; Supplement, p. 164 (Restatement (Second) of Contracts § 347)


Optional Reading: Blum, pp. 581-84, 635-36, 643-45, 681-88; Chirelstein, pp. 174-83

Thursday, April 15, 2010

Topic: Consequential Damages

Required Reading: Casebook, pp. 995-1012; Supplement, pp. 167-68 (Restatement (Second) of Contracts § 351) & p. 290 (U.C.C. § 2-715)


Optional Reading: Blum, pp. 646-48
WEEK FOURTEEN

Tuesday, April 20, 2010

Topics: Mental Anguish and Punitive Damages; Third-Party Beneficiaries

Required Reading: Casebook, pp. 1013-18, 1023-29, 1168-76; Supplement, pp. 144, 148-151 (Restatement (Second) of Contracts §§ 302, 304, 308-309, 312, 315) & p. 176 (Restatement (Second) of Contracts §§ 353, 355)


Optional Reading: Blum, pp. 688-91, 719-30; Chirelstein, pp. 218-27

Thursday, April 22, 2010

Topic: Review for Final Exam

Required Reading: None

Assigned Cases: None

FINAL EXAM: The final exam is currently scheduled for Thursday, April 29, 2010 at 9:00 a.m.