

**UNIVERSITY OF BALTIMORE SCHOOL OF LAW
CONTRACTS -SECTION 602-339- ROOM 803
PROFESSOR ANGELA VALLARIO
FALL SEMESTER 2014**

Class Schedule:	Tuesday/Thursday 1:30pm- 2:45pm
Office:	LC Room 1013
Office Hours:	Tuesdays following class by appointment on TWEN
Phone Number:	410-837-4619
Fax Number:	410-837-4560
E-mail:	avallario@ubalt.edu
TWEN Home Page:	Each student must register for TWEN and use an e-mail address that is regularly checked.
LAW Scholar:	Mondays 4:15pm to 5:15pm
:	Kristen Tessmer- kristen.tessmer@ubalt.edu
	Kevin Foreman-kevin.foreman@ubalt.edu

REQUIRED TEXT:

Ayres & Speidel, *Studies in Contract Law* 8th edition or (7th ed) (herein “Text”)

REQUIRED SUPPLEMENT:

Farnsworth & Young, *Selections for Contracts* (any edition) (herein “Supplement”)

ADDITIONAL CASES/PROBLEMS ON TWEN

The syllabus lists additional cases which are required reading for this course. These cases can be obtained through the TWEN site. The law scholars will also be posting hypotheticals found on TWEN.

PREPARATION, ATTENDANCE, EXAMS AND GRADING:

Preparation:

Students must be prepared for class. This semester you are expected to read the assigned materials TWICE and prepare written briefs of the cases assigned. In addition to the cases assigned the Supplemental materials must be thoroughly read. Each case must be briefed in writing by indicating: **1. Parties, 2. Relevant Facts, 3. Procedure, 4. Issue, and 5. Rule of Law.**

Attendance policy:

Prompt attendance at class meetings is a course requirement. An attendance sheet will be distributed and it is your responsibility to sign the attendance sheet. The Honor Code applies with regard to signing the attendance sheet. In accordance with the University of Baltimore School of Law Attendance Policy, a student may receive 3 excused absences and no more than 5 total absences. If a student’s total absences exceed 5 class periods, the student shall be compelled to withdraw from the course. A student who is compelled to withdraw or is barred from sitting for the final exam shall receive an “F” in the course.

Problems and Weekly Assessments

On Tuesdays there will be a short assessment of material previously covered. You will be required to use a laptop to take the assessment. The Assessments will begin Class 3. These assessments will constitute five (5) percent of your grade in this course. Additionally throughout the semester there are assigned Problems that must be posted on TWEN through the assignment drop box before class on the due date. The computer is not sympathetic to late filings and NO late problems will be graded. The syllabus indicates the problems as follows:

Class 8: Bid Shopping Contractor

Class 10: Laser Sale

Class 13: Don King/Buster Douglas

Class 19: Entertainer

Midterm Exam and Final Exam

There will be an in-class closed book, Midterm Exam and a 3-hour closed book, CUMULATIVE Final Exam. The Final Exam will take place on

Grading:

Final Examination:	75%
Midterm Examination	15%
Problems	5%
Weekly Assessments	<u>5%</u>
	100%

I.	INTRODUCTION	8th Edition	7th Edition	Supplement
Class 1 8/19	<u>Bailey v. West</u> Mutual Assent <u>Lucy v. Zehmer</u>	11-15 179-182	13-17 229-232	RS 1, 2, 3, 18, 24, 50(1), 71(1) UCC 1-201 (11), 2-102
II.	OFFER and ACCEPTANCE	8th Edition	7th Edition	Supplement
Class 2 8/21	Offer <u>Lonergan v. Scolnick</u> <u>Lefkowitz v. Great Minn. Surplus Store</u>	199-201 208-210	250-252 253-255	RS 24, 26,29,30
Class 3 8/26	Types of Offers <u>Leonard v. Pepsico, Inc.</u> <u>Davis v. Jacoby</u>	212-220 TWEN	257-266 TWEN	RS 29, 30, 32, 33
Class 4 8/28	Acceptance by Promise <u>La Salle National Bank v. Vega</u> <u>Hendricks v. Behee</u>	229-231 231-232	284-286 286-288	RS 35, 36, 50(1)(3), 52, 56, 58, 62

II.	OFFER and ACCEPTANCE continued	8th edition	7th edition	Supplement
Class 5 9/2	Acceptance by Performance Acceptance by Silence <u>Ever-Tite Roofing v. Green</u> <u>Carlill v. Cabolic Smoke Ball</u> <u>Ammons v. Willson</u>	251-253 233-238 259-261	288-291 296-302 321-322	RS 50(2), 53(1), 54, 62, 69(1)
Class 6 9/4	Time When Acceptance is Effective Mailbox rule <u>Adams v. Lindsell</u> Mirror Image Rule <u>Minneapolis & St. Louis RR</u>	301-302 307-309	325-326 330-332	RS 39, 59,63(a)
Class 7 9/9	Destruction of Power of Acceptance <u>Dickenson v. Dodds</u> <u>Peterson v. Pattenburg</u> <u>Akers v. J.B.Sedberry</u>	270-274 TWN TWN	366-370 TWN TWN	RS 35, 36. 38, 39, 40, 41, 42, 43
Class 8 9/11	Irrevocable Offer: Option Contracts <u>Humble Oil v. Westside Investment</u> <u>Drennan v. Star Paving Co</u> Problem (Bid-shopping contractor)	278-281 295-298 300-301	376-379 392-395 399-400	RS 25, 37,45,87
Class 9 9/16	Offer and Acceptance under the UCC <u>Corinthian Pharmaceutical v. Lederle</u> <u>DTE Energy Technologies v. Briggs</u> <u>Textile Unlimited v. BMH & Co.</u>	240-243 312-317 320-324	291-295 334-340 342-346	UCC 2-102, 2-105, 2-204, 2-206, 2-207
Class10 9/18	Battle of the Forms-Terms <u>Standard Bent Glass v. Glassrobots</u> <u>Idaho Power v. Westinghouse</u> Problem (Laser Sale)	TWEN TWN 254	TWEN TWN 296	UCC 2-27
Class11 9/23	Firm Offers: <u>Mid-South Packers v. Shoney's</u>	TWEN	TWEN	UCC 2-104(1), 2-205
Class12 9/25	MIDTERM			
Class 13 9/30	Insufficient Agreements <u>Varney v. Ditmars</u> <u>MGM v. Scheider</u> <u>Martin Delicatessen v. Schumacher</u>	348-352 369-370 370-373	409-413 420-421 421-425	RS 27, 33
Class 14 10/2	Insufficient Agreements (cont'd) <u>Oglebay Norton v. Armco</u> Problem (Don King/Buster Douglas)	354-360 374-375	425-432 450-451	RS 27, UCC 2-204, 2-305, 2- 309, 2-310(a)
III	CONSIDERATION	8TH Edition	7th Edition	Supplement
Class 15 10/7	Consideration "Bargained for Exchange" <u>Kirskey v. Kirksey</u> <u>Hamer v. Sidway</u>	63-65 65-68	31-32 33-36	RS 71, 79

Class 16 10/9	Consideration (continued) <u>Langer v. Superior Steel Corp.</u> <u>Jara v. Suprema Meats</u>	69-71 TWEN	36-38 39-43	RS 71, 72, 75
Class 17 10/14	Waiver of Claims <u>In Re Greene</u> <u>Fiege v. Boehm</u>	79-81 TWEN	66-69 69-73	RS 71, 74
Class 18 10/16	Pre-Existing Duty/ Modification <u>Levine v. Blumenthal</u> <u>Alaska Packers v. Domenico</u>	111-113 113-116	78-80 81-84	RS 73, 89
Class 19 10/21	Pre-Existing Duty/Modification-UCC <u>Angel v. Murray</u> Problem (Entertainer)	118-122 123-124	85-90 91	UCC 2-209(1)
Class 20 10/23	Illusory Promises or Implied Duty <u>Rehm-Zeiher v. Walker</u> <u>Wood v. Lucy, Lady Duff-Gordon</u>	125-127 131-132	93-95 99-100	RS 79 UCC 2-103(1)(b), 2-306
Class 21 10/28	Moral Obligation <u>Mills v. Wyman</u> <u>Webb v. McGowin</u>	164-166 169-172	113-115 120-123	RS 86
Class 22 10/30	Promissory Estoppel <u>Feinberg v. Pfeifer</u> <u>Rickents v. Scothorn</u> <u>Blinn v. Beatrice Community Hospital</u>	TWEN 140-143 365-369	TWEN 129-132 142-146	RS 90
Class 23 11/4	Promissory Estoppel Continued	TWEN	TWEN	
Class 24 11/6	Option and Requirement contracts <u>Citiroof</u>	TWEN	TWEN	UCC 2-205
Class 25 11/11	Statute of Frauds <u>Professional Bull Riders v. Autozone</u> <u>Sullivan v. Porter</u>	410-414 422-426	168-172 178-183	RS 131
Class 26 11/13	Statute of Frauds: Compliance <u>Crabtree v. Elizabeth Arden</u> <u>Snyder v. Snyder</u>	417-421 TWEN	183-187 TWEN	
Class 27 11/18	Statute of Frauds: UCC	TWEN	TWEN	UCC 2-201(1,2)
Class 28 11/20	Final Review			