

CONTRACTS

UNIVERSITY OF BALTIMORE SCHOOL OF LAW FALL SEMESTER 2021

Course: Contracts
LAW 602
Section 319A

Instructor: Professor Angela Vallario
Email: avallario@ubalt.edu
OFFICE HOURS: Group office hours Mondays after every class.

Days/Time: Monday/Wednesday 1:30pm – 2:45pm

Location: Room Assignments are available through MyUB

Course Website: Sakai is the online platform used for Contracts 319A. You will automatically be registered on the Sakai platform. The platform is expected to open one week before classes begin. Center for Excellence in Learning, Teaching, and Technology (CELT) will provide training for law students the weeks of August 16th and August 23rd so **watch your ubalt.edu email for scheduling.**

Vallario Team:

Administrative Assistant: Deborah Thompson deborag.thompson@ubalt.edu

Law Scholars: Erin Howe (erin.howe@ubalt.edu)

Rebecca Odellius (rebecca.odellius@ubalt.edu)

Course Description:

This course will present an introduction to the formation of contractual arrangements. Among the topics covered will be mutual assent, including offer and acceptance; consideration; promissory estoppel; the statute of frauds and third-parties.

Course Materials:

Required Text:

Farnsworth, *Selections for Contracts*, any edition (herein "Text")

Vallario, Contracts Formation Materials (2021) posted on Sakai under Course Materials.

Cases as posted on Sakai site.

Optional Text:

Christina S. Chong, *The Perfect Practice Exam* (2017 Carolina Academic Press) (Additional Resource)

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

Student Learning Outcomes:

1. Develop case briefing skills and acquire the ability to identify relevant facts, holdings, procedure and reasoning.
2. Comprehend contract law from various sources including: cases, Restatement (Second) of Contracts (RS) and The Uniform Commercial Code (UCC).
3. Identify issues of contract formation from fact patterns.
4. Apply rules of contract law to the issues of a fact pattern.
5. Analyze both sides of a fact pattern and conclude as to the prevailing party.

Grades:

There will be a Midterm and Final Exam. In addition, there will be 4 problems, 5 case-briefing assignments, and 5 unannounced multiple-choice quizzes (embedded into the asynchronous lectures) during the semester.

Grading:

Final Examination:	70%
Midterm Examination:	10%
Problems:	10%
Case briefing:	5%
Quizzes	5%
	<u>100%</u>

Course Expectations:

American Bar Association Standards for Law Schools establish guidelines for the amount of work students should expect to complete for each credit earned. Students should expect approximately one hour of classroom instruction and **two hours of out-of-class work for each credit** earned in a class, or an equivalent amount of work for other academic activities, such as simulations, externships, clinical supervision, co-curricular activities, and other academic work leading to the award of credit hours.

Students must be prepared for class. This semester you are expected to read the assigned materials on Sakai and post case briefs of the cases assigned. In addition to the text and cases, the comments and illustrations following the RS must be thoroughly read.

Throughout the semester 4 Problems will be assigned that must be posted on Sakai through the **“Assignments”** tab before class on the respective due date. The computer is not sympathetic to late filings and NO late problems will be graded. Additionally, there will be 5 multiple-choice quizzes randomly embedded into the asynchronous lectures.

All first year courses are subject to the following grading guidelines:

Each faculty member teaching a section of any first year course shall have an average grade for the section taught by that faculty member, i.e., the arithmetic **average** of all of the grades assigned to students in the section, that is no lower than **2.67 and is no higher than 3.00**.

Grades shall be distributed within the required first year courses as follows: between **15-25% shall be grades of A- or higher** and between **7-14% shall be grades of C- or below**.

For each class:

- 1) **Read the assigned cases**, marking up the rules the court has given and the relevant facts that the court relies on in determining which party wins the case. **For the first 5 classes you will prepare and post a case brief using the [case brief template](#). The case briefs for each class will be submitted on Sakai through the "Assignments" tab.**
- 2) Read the **assigned Restatements (RS) and Uniform Commercial Code statutes (UCC)** these are **found in the Selection for Contracts required text.**
- 3) Watch a short asynchronous lecture **that builds on the reading**. This lecture is available on Sakai as a hyperlink within the class page under the "**Asynchronous Lecture**" and also on **Panopto**. **Hint: If your names is used in the hypothetical, there is a good chance you will be called upon in class! Complete any quizzes embedded in those lectures.**
- 4) Class Meetings. **You should expect to be called upon to address cases, RS, UCC and hypotheticals.**

Attendance:

Prompt attendance at class meetings is a course requirement in law school. Attendance will be taken. 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 who is barred from sitting for the final exam shall receive an "F" in the course.

Faculty are required to record Zoom classes for the purposes of accommodating a disability, for students who cannot attend or so students who wish to review may have access to the full class content. This will not satisfy the attendance requirement. All recordings are for the sole use of the class and may not be reproduced by students for any other purpose. Faculty cannot reproduce students' voices or images from the class for any other purpose without additional student consent. All such recordings are protected by a UB login process based on where they are posted. Students may mute their microphone or turn off their camera if they do not consent to be recorded, but this may mean they need to find additional ways to participate in the class discussion. In addition, students who turn off their camera and do not remain present for the class session may be subject to the Honor Code for misrepresenting attendance.

Class attendance is a primary obligation of each student whose right to continued enrollment in the course and to take the examination is conditioned upon a record of attendance satisfactory to the professor. A student who exceeds the maximum allowed absences—generally 20% of class sessions as illustrated below—may be compelled to withdraw from the course or may be barred from sitting for the final exam. Students who are forced to withdraw for exceeding the allowed absences may receive a grade of FA (failure due to excessive absence). This policy is consistent with the American Bar Association Standards for Law Schools.

Regular Semester Hours		
Credit Hours	Meetings Per Week	
	1	2
2	2 absences	5 absences
3	2 absences	5 absences
4	--	5 absences

Class Cancellation:

If the instructor must cancel a class, notices will be sent to students via ubalt.edu email.

Academic Integrity:

Students are obligated to refrain from acts that they know or, under the circumstances, have reason to know will impair the academic integrity of the University and/or School of Law. Violations of academic integrity include, but are not limited to: cheating, plagiarism, misuse of materials, inappropriate communication about exams, use of unauthorized materials and technology, misrepresentation of any academic matter, including attendance, and impeding the Honor Code process. The School of Law Honor Code and information about the process is available at http://law.ubalt.edu/academics/policiesandprocedures/honor_code/.

Title IX Sexual Misconduct and Nondiscrimination Policy:

The University of Baltimore’s Sexual Misconduct and Nondiscrimination policy is compliant with Federal laws prohibiting discrimination. Title IX requires that faculty, student employees and staff members report to the university any known, learned or rumored incidents of sex discrimination, including sexual harassment, sexual misconduct, stalking on the basis of sex, dating/intimate partner violence or sexual exploitation and/or related experiences or incidents. Policies and procedures related to Title IX and UB’s nondiscrimination policies can be found at: <http://www.ubalt.edu/titleix>.

Disability Policy:

If you are a student with a documented disability who requires an academic accommodation, please contact Karyn Schulz, Director, Center of Educational Access, Office of Disability and Access Services, at 410-837-4141 or kschulz@ubalt.edu.

Student Assistance Program (SAP) provides you with free, confidential, accessible support to manage life's challenges and stay healthy and safe while at UB. For more information visit <http://www.ubalt.edu/about-ub/offices-and-services/dean-of-students/sap/index.cfm>.

For additional Academic Support visit <https://law.ubalt.edu/academics/academic-support/> or contact Professor of the Practice and Director of Academic Support, Marta Baffy at mbaffy@ubalt.edu.

	<u>Date</u>	<u>Course Materials</u>	<u>Cases on Sakai</u>	<u>Text</u>
<u>Class 1</u>	<u>08/23</u>	Introduction to Contracts	<u>Davis v. Jacoby</u> <u>Bailey v. West</u> <u>Lucy v. Zehmer</u>	RS 1, 2, 18, 22(1) UCC 1-201(11), 2-102, 2-103, 2-105, 2-106
		Module One:	Offer	
<u>Class 2</u>	<u>08/25</u>	Offer	<u>Lefkowitz v. Great Minn. Surplus Store</u> <u>Lonergan v. Scolnick</u> <u>Leonard v. Pepsico, Inc</u>	RS 24, 26, 29, 30, 32
Wednesday	8/25	Law Scholar	Session #1	
<u>Class 3</u>	<u>8/30</u>	Destruction of the Offer	<u>Peterson v. Pattenburg</u> <u>Dickenson v. Dodds</u>	RS 35, 36, 42, 43, 46
<u>Class 4</u>	<u>9/1</u>	Destruction of the Offer	<u>Akers v. J.B.Sedberry</u>	RS 38, 39, 40, 41, 48
Wednesday	9/1	Law Scholar	Session #2	
	<u>9/6</u>	Holiday No Class		
<u>Class 5</u>	<u>9/8</u>	Irrevocable Offer	<u>Drennan v. Star Paving Co.</u> <u>Humble Oil v. Westside Investment</u>	RS 25, 37, 87, 90
Wednesday	9/8	Law Scholar	Session #3	
		Module Two:	Common law Acceptance	
<u>Class 6</u>	<u>9/13</u>	Acceptance by Promise	<u>La Salle National Bank v. Vega</u> <u>Hendricks v. Behee</u>	RS 50, 52, 56
<u>Class 7</u>	<u>9/15</u>	Acceptance by Performance Acceptance by Silence	<u>Carlill v. Cabolic Smoke Ball</u> <u>Ever-Tite Roofing v. Green</u> <u>Ammons v. Wilson</u>	RS 45, 51, 53, 54, 62, 69
Wednesday	9/15	Law Scholar	Session #4	
<u>Class 8</u>	<u>9/20</u>	Time When Acceptance is Effective	<u>Adams v. Lindsell</u> <u>Minneapolis & St. Louis RR</u>	RS 63, 70
		Module Three:	Offer and Acceptance Under the UCC	
<u>Class 9</u>	<u>9/22</u>	Offer and Acceptance under the UCC	<u>Corinthian Pharmaceutical v. Lederle</u>	UCC 2-204, 2-206
Wednesday	9/22	Law Scholar	Session #5	
<u>Class 10</u>	<u>9/27</u>	Battle of the Forms	<u>DTE Energy Technologies v. Briggs</u> <u>Textile Unlimited v. BMH & Co.</u> Problem 1 Due	UCC 2-207

Class 11	<u>9/29</u>	Battle of the Forms	<u>Standard Bent Glass v. Glassrobots</u> <u>Idaho Power v. Westinghouse</u>	
Wednesday	<u>9/29</u>	Law Scholar	Session #6	
Class 12	<u>10/4</u>	Irrevocable Offer	<u>Mid-South Packers v. Shoney's</u> Midterm review	UCC 2-104(1) (3), 2-205
Class 13	<u>10/6</u>	Midterm	Offer and Acceptance	
Wednesday	<u>10/6</u>	Law Scholar	Session #7	May reschedule
		Module Four:	Indefiniteness	
Class 14	<u>10/11</u>	Indefiniteness-CL	<u>MGM v. Scheider</u> <u>Varney v. Ditmars</u> <u>Martin Delicatessen v. Schumacher</u>	RS 27, 33
Class 15	<u>10/13</u>	Indefiniteness-UCC	<u>Olgebay Norton v. Armco</u>	UCC 2-204, 2-305, 2-308, 2-309, 2-310
Wednesday	<u>10/13</u>	Law Scholar	Session #9	
		Module Five:	Consideration	
Class 16	<u>10/18</u>	Consideration	<u>Langer v. Superior Steel Corp</u> <u>Kirskey v. Kirksey</u> <u>Jara v. Suprema Meats</u> <u>Hammer v. Sidway</u>	RS 71, 72, 75
Class 17	<u>10/20</u>	Waiver of Claims	<u>In Re Greene</u> <u>Fiege v. Boehm</u> Problem 2 Due	RS 74
Wednesday	<u>10/20</u>	Law scholar	Session #10	
Class 18	<u>10/25</u>	Modification	<u>Levine v. Blumenthal</u> <u>Alaska Packers v. Domenico</u>	RS 73, 89 UCC 2-103
Class 19	<u>10/27</u>	Modification UCC Illusory Promises	<u>Angel v. Murray</u> <u>Rehm-Zeiher v. Walker</u> <u>Wood v. Lucy, Lady Duff-Gordon</u>	UCC 2-209, 2-306 RS 77, 79 UCC 2-103(1)(b)
Wednesday	<u>10/27</u>	Law Scholar	Session #11	
Class 20	<u>11/1</u>	Relief of Moral Obligation	<u>Mills v. Wyman</u> <u>Webb v. McGowin</u> Problem 3 Due	RS 86
		Module Six:	Promissory Estoppel	
Class 21	<u>11/3</u>	Promissory Estoppel	<u>Citi Roof v. Tech Contract</u> <u>Fineberg</u>	RS 90
Wednesday	<u>11/3</u>	Law scholar		
Class 22	<u>11/8</u>	Promissory Estoppel	<u>Rickets</u> <u>Blinn</u>	

		Module Seven:	Statute of Frauds	
<u>Class 23</u>	<u>11/10</u>	Statute of Frauds	<u>Professional Bull Riders v. Autozone</u> <u>Sullivan v. Porter</u> Problem 4 Due	RS 110,130
Wednesday	<u>11/10</u>	Law scholar	Session #12	
<u>Class 24</u>	<u>11/15</u>	Statute of Frauds	<u>Crabtree v. Elizabeth Arden</u> <u>Snyder v. Snyder</u>	RS 131, 132, 135, 139
<u>Class 25</u>	<u>11/17</u>	Statute of Frauds-UCC		UCC 2-201, 2-202
Wednesday	<u>11/17</u>	Law scholar	Session #13	
		Module Eight:	Third Parties	
<u>Class 26</u>	<u>11/22</u>	Third Parties	<u>Lawrence v. Fox</u> <u>Rosenburg v. Son, Inc.</u>	
<u>Class 27</u>	<u>11/24</u>	Third Parties		
Wednesday	<u>11/24</u>	Law scholar	Session #14	May reschedule
<u>Class 28</u>		Review		
		Final	<u>TBA</u>	