

**UNIVERSITY OF BALTIMORE SCHOOL OF LAW
CONTRACTS -SECTION 602-339- ROOM 403
PROFESSOR ANGELA VALLARIO
FALL SEMESTER 2015**

Class Schedule: Monday/Wednesday 3:00 pm to 4:15 pm
Office: LC Room 1013
Office Hours: Wednesdays 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: 4:30 pm to 5:30 pm Room TBA
: Kevin Foreman-kevin.foreman@ubalt.edu
Ashlyn Campos-ashlyn.campos@ubalt.edu

REQUIRED TEXT:

Ayres & Speidel, *Studies in Contract Law* 8th edition (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 15: Don King/Buster Douglas**
- Class 20: Entertainer**
- Class 24: Friendly Ford**

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%

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

<u>II.</u>	<u>OFFER and ACCEPTANCE</u> <u>continued</u>	<u>8th</u> <u>edition</u>	<u>Supplement</u>
<u>Class 5</u> <u>8/31</u>	<u>Acceptance by Performance</u> <u>Acceptance by Silence</u> <u>Ever-Tite Roofing v. Green</u> <u>Carlill v. Cabolic Smoke Ball</u> <u>Ammons v. Willson</u>	<u>251-253</u> <u>233-238</u> <u>259-261</u>	<u>RS 50(2), 53(1), 54, 62,</u> <u>69(1)</u>
<u>Class 6</u> <u>9/2</u>	<u>Time When Acceptance is Effective</u> <u>Mailbox rule</u> <u>Adams v. Lindsell</u> <u>Mirror Image Rule</u> <u>Minneapolis & St. Louis RR</u>	<u>301-302</u> <u>307-309</u>	<u>RS 39, 59,63(a)</u>
<u>Class 7</u> <u>9/9</u>	<u>Destruction of Power of Acceptance</u> <u>Dickenson v. Dodds</u> <u>Peterson v. Pattenburg</u> <u>Akers v. J.B.Sedberry</u>	<u>270-274</u> <u>TWEN</u> <u>TWEN</u>	<u>RS 35, 36. 38, 39, 40, 41,</u> <u>42, 43</u>
<u>Class 8</u> <u>9/14</u>	<u>Irrevocable Offer: Option Contracts</u> <u>Humble Oil v. Westside Investment</u> <u>Drennan v. Star Paving Co</u> <u>Problem (Bid-shopping contractor)</u>	<u>278-281</u> <u>295-298</u> <u>300-301</u>	<u>RS 25, 37,45,87</u>
<u>Class 9</u> <u>9/16</u>	<u>Offer and Acceptance under the UCC</u> <u>Corinthian Pharmaceutical v. Lederle</u>	<u>240-243</u>	<u>UCC 2-102, 2-105, 2-204,</u> <u>2-206</u>
<u>Class10</u> <u>9/18</u>	<u>Battle of the Forms-Terms</u> <u>DTE Energy Technologies v. Briggs</u> <u>Textile Unlimited v. BMH & Co.</u> <u>Problem (Laser Sale)</u>	<u>312-317</u> <u>320-324</u> <u>254</u>	<u>UCC 2-207</u>
<u>Class11</u> <u>9/23</u>	<u>Battle of the Forms-Terms</u> <u>Standard Bent Glass v. Glassrobots</u> <u>Idaho Power v. Westinghouse</u>	<u>TWEN</u> <u>TWEN</u>	<u>UCC 2-207</u>
<u>Class12</u> <u>9/28</u>	<u>Firm Offers:</u> <u>Mid-South Packers v. Shoney's</u> <u>Midterm Review</u>	<u>TWEN</u>	<u>UCC 2-104(1), 2-205</u>
<u>Class13</u> <u>9/30</u>	<u>MIDTERM</u>		
<u>Class 14</u> <u>10/5</u>	<u>Insufficient Agreements</u> <u>Varney v. Ditmars</u> <u>MGM v. Scheider</u> <u>Martin Delicatessen v. Schumacher</u>	<u>348-352</u> <u>369-370</u> <u>370-373</u>	<u>RS 27, 33</u>
<u>Class 15</u> <u>10/7</u>	<u>Insufficient Agreements (cont'd)</u> <u>Oglebay Norton v. Armco</u> <u>Problem (Don King/Buster Douglas)</u>	<u>354-360</u> <u>374-375</u>	<u>RS 27, UCC 2-204, 2-305, 2-</u> <u>309, 2-310(a)</u>

III	<u>CONSIDERATION</u>	<u>8TH Edition</u>	<u>Supplement</u>
Class 16 <u>10/12</u>	<u>Consideration “Bargained for Exchange”</u> <u>Kirskey v. Kirksey</u> <u>Hamer v. Sidway</u>	63-65 65-68	<u>RS 71, 79</u>
Class 17 <u>10/14</u>	<u>Consideration (continued)</u> <u>Langer v. Superior Steel Corp.</u> <u>Jara v. Suprema Meats</u>	69-71 TWEN	RS 71, 72, 75
Class 18 <u>10/19</u>	<u>Waiver of Claims</u> <u>In Re Greene</u> <u>Fiege v. Boehm</u>	79-81 TWEN	RS 71, 74
Class 19 <u>10/21</u>	<u>Pre-Existing Duty/ Modification</u> <u>Levine v. Blumenthal</u> <u>Alaska Packers v. Domenico</u>	111-113 113-116	RS 73, 89
Class 20 <u>10/26</u>	<u>Pre-Existing Duty/Modification-UCC</u> <u>Angel v. Murray</u> <u>Problem (Entertainer)</u>	118-122 123-124	UCC 2-209(1)
Class 21 <u>10/28</u>	<u>Illusory Promises or Implied Duty</u> <u>Rehm-Zeiher v. Walker</u> <u>Wood v. Lucy, Lady Duff-Gordon</u>	125-127 131-132	RS 79 UCC 2-103(1)(b), 2-306
Class 22 <u>11/2</u>	<u>Moral Obligation</u> <u>Mills v. Wyman</u> <u>Webb v. McGowin</u>	164-166 169-172	RS 86
Class 23 <u>11/4</u>	<u>Promissory Estoppel</u> <u>Feinberg v. Pfeifer</u> <u>Rickents v. Scothorn</u> <u>Blinn v. Beatrice Community Hospital</u>	TWEN 140-143 365-369	RS 90
Class 24 <u>11/9</u>	<u>Promissory Estoppel Continued</u> <u>Problem (Friendly Ford)</u>	158	
Class 25 <u>11/11</u>	<u>Option and Requirement contracts</u> <u>Citiroof</u>	TWEN	UCC 2-205
Class 26 <u>11/16</u>	<u>Statute of Frauds</u> <u>Professional Bull Riders v. Autozone</u> <u>Sullivan v. Porter</u>	410-414 422-426	RS 131
Class 27 <u>11/23</u>	<u>Statute of Frauds: Compliance</u> <u>Crabtree v. Elizabeth Arden</u> <u>Snyder v. Snyder</u> <u>Statute of Frauds: UCC</u>	417-421 TWEN	UCC 2-201(1,2)
Class 28 <u>TBA</u>	<u>Final Review</u>		