

CONTRACTS I -- FALL 2020 -- Professor Charles Tiefer

Course: Contracts I
LAW 602-329/419

Instructor: Charles Tiefer
Via Deborah.Thompson@ubalt.edu AL 4634, 410-837-4635

Days/Time: TuTh 3:00-4:15 pm (day section)
TuTh 6:15 – 7:30 pm (evening section)

Modality: The initial 4 course meetings will be in person, half the class with me in one room and the other half of the class in another room. The remainder of the semester will be by Zoom, live rather than asynchronously recorded, at the set days and time.

Location: Room assignments are available through MyUB

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; and the statutes of fraud.

Office Hours: Arranged by e-mail through Ms. Thompson. As arranged, will be done by Zoom 4:30 – 5:30 Tuesday pm.

Course Materials

Text: Ayres & Klass, Studies in Contract Law (9th ed. 2017)

Supplement: Farnsworth & Young, Selections for Contracts (ANY year)

Case Handout – to be emailed to students, or on TWEN, by the end of the first week of class

Student Learning Outcomes: Students will learn the fundamentals of contracts law. They will be able to analyze the formation of binding agreements. Moreover, by parallel study of common law contracts, and, the Uniform Commercial Code, they will have a working knowledge of the role of statutory codes in a commercial context.

Grades: There will be a final examination which will be the overwhelming basis for the course grade. There will be a midterm but it has very limited effect, about 5% of course grades, it is to give you some early feedback ("Formative Assessment"). There may be, after the midterm, a very brief quiz with very little if any effect on grades. I sometimes give one step up in grades to some of those whose class participation is, overall, substantially better than their final exam.

Course Expectations:

You must prepare for class to understand the material. Read the assigned text for each class. Unless that day's text is unusually easy to understand, a second reading is advisable. Take notes, preferably briefing the case in a notebook -- at least the parties, the issue, who won, the rule, and the very brief minimum statement of a couple of key facts.

Also read, closely, in the Supplement, the assigned Uniform Commercial Code ("UCC") and Restatement (Second) ("R") sections. These are AS REQUIRED as the casebook.

I expect students to come to class having done the reading. Occasionally, students cannot get to the reading.

If you have not done the day's reading, please put a note in front of your Zoom screen, before the start of class, with your name, date, and "Note at the Desk," no more. If I call upon you, just say right away, immediately, "there's a Note at the Desk" and then hold that "Note" up to the camera. That will be honored. There's no penalty, no notations about you or anything in my memory. (Of course, obviously you have passed up the opportunity to receive recognition for participation that day). I have no need, desire, or time to hear the reason why. I do want you to move through this FAST so that the class can go on to the next student.

This relaxed policy on tolerance of students who have a "Note at the Desk" comes with student responsibilities. It cannot be understood why students would turn off their cameras so that we are seeing, not a student as we would in the live classroom, but a blocked view. Your first semester in law school is too early for you to go underground. You are strongly encouraged to have your camera on. If you are not prepared that day, have your camera on anyway, when called by name say "Note at the Desk" promptly, and we will both walk away satisfied.

Attendance Policy:

The School of Law expects all students to attend class regularly. Attendance will be taken by the Zoom software, and attending the class is defined as joining the Zoom class as it is going on in real time (i.e., synchronously). (Remember, you must use your xyz@ubalt.edu e-mail account to join the class; if you use a gmail account or any other type of account, your attendance will not be counted.) Watching a recorded session on Panopto is not counted as attendance. If you think you are going to have as many as five absences, then you may wish to have absences considered "excused." (Only) in that case, you should give an e-mail note through Ms. Thompson, who keeps track of attendance. Do not bother with such notes unless you have solid reason to expect many medical absences.

Lateness or absence do NOT warrant telephoning my assistants or discussions with me. Your fender-benders and flat tires while driving around are a matter for Torts class, not Contracts. Do not tell me in advance. Please, e-mail notes about this to Ms. Thompson ONLY from the very few who have lengthy illnesses, pregnancies, or lengthy family emergencies.

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 American Bar Association Standards for Law Schools.

Zoom

After the initial 2 weeks conducted live in the building, all the other later weeks will be on Zoom. It will either be a recurring class at a regular time and link which you should keep ready to reuse, or, for a nonrecurring class, the time and link will be sent by e-mail to every student in the class who is reached thru TWEN. The teaching will combine a PowerPoint slideshow as the visual, with exchanges of questions from the professor and answers from the called-upon students. Both are important. A student will be mistaken if they think that just having the PowerPoint slideshow is a substitute for attending the live class with its illuminating Q&A.

Professor's Assistants

Zoom has a procedure called "chat" for students, besides those called on, putting forth a question or issue. This is new this year. There is a Teaching Assistant, one for day

(Jay.Metzbower@ubalt.edu) and one for evening (Dalia.Alezra@ubalt.edu), to look after their class's "chat." They took this course from me and were excellent, and if anyone can make it possible for us to handle a lot of "chat," they will do it. There is also a LAW Scholar (Anita.DiCarlo@ubalt.edu) whom I urge you to contact with questions or problems not answered in class; she was a stellar student in this class and has been a Research Assistant. The Teaching Assistant is a new feature this year relating to Zoom usage, while the LAW Scholar is a time-honored UB Law tradition going back many decades. Panopto is only for recordings of classes, see below.

Panopto Recordings

Every class will be recorded during the Zoom session. After some processing, in the near future after each class there should be a link at the TWEN site which, when a student clicks it, connects to the locations of that recorded class (and other recorded classes) on Panopto. Panopto is not considered an alternative to attendance of the live session. It is a fallback. It is not a way for students, even evening students with their many responsibilities, to juggle their schedule by using Panopto recording as an alternative to attending the live class.

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. 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 to be called on for the class session may be subject to the Honor Code for misrepresenting attendance.

Course Web Site:

This course has a TWEN page that links to this syllabus, announcements, the class assignments, and other class materials. You are responsible for self-enrolling in the TWEN page and for checking it for materials, like UBE Questions, that are part of each class assignment and are not in the big early handout.

Computers: Students may use laptops or other computers in class. They will NOT be able to access their notes when they use the laptop or computer for their final exam.

Class Cancellation:

If the instructor must cancel a class, notices will be sent to students via email. If there is inclement weather, students should visit the University of Baltimore web site or call the University's Snow Closing Line at (410) 837-4201. If the University is open, students should presume that classes are running on the normal schedule.

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/.

Course Evaluations

It is a requirement of this course that students complete a course evaluation. The evaluation will be available later in the semester and is entirely anonymous. Faculty members will not have access to the feedback provided on course evaluations until after all grades are submitted.

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.

Examination:

There will be a final examination. Details will be announced later. You may not have with you during the exam your casebook (or distributed case materials), nor any commercial outlines, nutshells, class notes, outlines you or other students do, outside textbooks, or similar materials. You may only have with you, your R2d/UCC, which you may write notes in or put tabs on.. For other details see above under the heading "Grades."

Assignment Number	Topic	Text and Handout (H)	Supplement
1	Offer Lonergan Background: Theories of Contract	209-211 6-12	
2	Offer Continued Lonergan; Lefkowitz	209-211; 219- 221	R§24
3	Notification of Acceptance Hendricks; Ever-Tite UBE Q27	239-240; 259- 262	R§50, 54(1), 56
4	Method of Acceptance Ammons; Corinthian UBE Q12 & Q47	268-270; 247- 251	R § 42; R § 69(1) UCC § 2-206(1)(b)

5	Problem “Varying” Acceptance Minneapolis; Idaho	254-255 322-324; H1-4	UCC § 2-207(1) R § 39, 59
6	Battle of the Forms – Terms Glassrobots, Textile, Com.(Arb.), Q38	H65-68, 336-340	UCC § 2-207(2,3)
7	Revocation Before Acceptance Petterson; Audio; Adams; UBE Q30, Q43 & Q51	H5-6; H92-96 315-316	R § 43, 63(a) & (b)
8	Insufficient Agreement Varney; MGM	389-392; 372-378	UCC § 2-204(1,3) R § 33 UCC § 2-305
9	Insufficient Agreement Martin’s, Oglebay	389-392; 372-378	UCC § 2-204(3) R § 33
10	Intent to Memorialize 168 th & Dodge; Home Paramount	Hxxx-xxx H97-101	R § 27

Assignment Number	Topic	Text and Handout (H)	Supplement
11	Problem Consideration: “Bargained-for” Kirksey; Langer; UBE Q23 & Q25 Q19	374-375 71-72; 77-80	R § 71(1,2)
12	Waiver of Claims Intro.; Jara; Greene; Fiege UBE Q20	59-63; H211- 214; 88-91; H215-219	R § 71(3), 74
13	Pre-Existing Duty, Modification Levine; Alaska; Angel UBE Q45 & Q13 & Q28	132-144	UCC § 2-209(1) R § 73, 89(a)
14	Problem (Entertainer) Illusory Promises or Implied Duty Rehm-Zeiher; Wood; Nily Realty UBE Q39	123 147-150; 154- 155; H7-10	R § 73, 89(a); UCC § 1-201(b)(20) UCC § 2-306
15	Consideration and Discretion: U.S. Billman, Omni, Neumiller	734-735; 157- 161; H239-240	UCC 2-306(1), New: 1-201(b)(2)
16	Consideration and Discretion: Md. Scope, Waller, Dwiggins UBE Q36	707-709, H191- 195, H196-203	R 205 UCC 1-203,1- 201(20)
17	Moral Obligation Webb, Slick	112-119; H69-73	R § 86
18	Promissory Estoppel Comment, Feinberg, Blinn Md Bar 2-00-B, Q2; UBE Q21	167-168, H146- 149, 383-387, H136	R § 90(1)

19	Midterm		
20	Options Humble, Problem, 2-05 Q2 UBE Q43	291-295; 314-315; H138	UCC § 2-205

Assignment Number	Topic	Text and Handout (H)	Supplement
21	Bids; Requirement Contracts Citiroof ; Md Bar 2-06 Q2 Feld	H102-108, H137 745-748	2-306(1)
22	Statute of Frauds: Coverage Scope, Labreque, Federline Md Bar 7-06 Q12, 2-00 B, QII	432-435, H118- 122, H114-117, H141, H142	UCC § 2-201(1,2)

23	Statute of Frauds: Compliance Crabtree, Snyder, Md Bar 2-05 Q2, UBE Q16 & Q34 & Q50	443-447, H55-58, H136	R § 131
24	Friedman, Assignment Intro, Pizza, Md Bar 7-04 Q4	H59-64 1159-1162, H153-156, H144	UCC 2-210 MD UCC 9-406
25	Assignment Rosenberg, P/T Ltd.II Am Bank UBE Q10 & Q53	Cases on TWEN H157-162	2-210 & R. 318 prior class
26	3rd Party Beneficiary K-mart, , Shillman, Notre Dame Md Bar 2-01 Q12, UBE Q7,Q22,Q24	H163-168, 1184- 1187, H173-176, H210	R § 302