

# CONTRACTS

## UNIVERSITY OF BALTIMORE SCHOOL OF LAW FALL SEMESTER 2020

**Course:** Contracts  
LAW 602  
Section 319C

**Instructor:** Professor Angela Vallario  
Class Zoom ID 970 7125 2161  
Law Scholar ID 958 827 6348  
Personal Zoom ID 969 921 4096- for office hours.  
Additional office hours by appointment [calendly.com/ntlavall](https://calendly.com/ntlavall)  
Email: [avallario@ubalt.edu](mailto:avallario@ubalt.edu)  
OFFICE HOURS: Group office hours after every class.

**Days/Time:** Tuesday/Thursday 3:00pm – 4:15pm

**Location:** Sakai is the online platform used for Contracts 319C. Unlike TWEN 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 17<sup>th</sup> and August 24<sup>th</sup> so **watch your ubalt.edu email for scheduling.**

### **Vallario Team:**

Administrative Assistant: Laurie Schnitzer ([l.schnitzer@ubalt.edu](mailto:l.schnitzer@ubalt.edu))  
Law Scholar: Ni’jah Richardson ([nijah.richardson@ubalt.edu](mailto:nijah.richardson@ubalt.edu))  
Teaching Assistant and Law Scholar: Jordan Cook ([jordan.cook@ubalt.edu](mailto:jordan.cook@ubalt.edu))  
Research Assistant: Cassandra Brumback ([cbrumback@ubalt.edu](mailto:cbrumback@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; and the statute of frauds.

### **Course Materials:**

#### **Required Text:**

Farnsworth, *Selections for Contracts*, any edition (herein “Text”)  
Vallario, Contracts Formation Materials (2020) posted on Sakai under Course Materials.

#### **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 10 multiple-choice quizzes, and 5 problems during the semester.

**Grading:**

Final Examination:	70%
Midterm Examination:	10%
Problems:	10%
Case briefing:	<u>10 %</u>
	<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.

**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 10 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 an asynchronous lecture **that builds on the reading**. This lecture is available as a hyperlink from the class under the "**Assigned Reading**" within the class or module and also on **Panopto**.
- 4) Meet for a live Zoom class where we will engage. **You should expect to be called upon to address cases, RS, UCC and hypotheticals.**

Throughout the semester 5 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.

**Attendance:**

Prompt attendance at class meetings is a course requirement in law school. It is presumed that class attendance will require students to have their **video on** unless other arrangements have been made. Let the teaching assistant, Jordan Cook, know by email BEFORE class if you are unable to attend with video on. Attendance will be taken automatically based on the minutes you are present on Zoom. 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

**Course Website:**

You are responsible for self-enrolling in the Sakai page and for checking it regularly for course information.

**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/](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 accommodation for academic programs, exams, or access to the University's facilities, please contact Keri Hickey, Director of Student Support in the Office of Academic Affairs, at [khickey@ubalt.edu](mailto:khickey@ubalt.edu).

			<b>Introduction</b>	
	<u>Date</u>	<u>Course Materials</u>	<u>Cases on TWEN</u>	<u>Text</u>
<u>Class 1</u>	<u>8/25</u>	Introduction	<u>Davis v. Jacoby</u>	RS 1, 2,18
<u>Class 1</u>	<u>8/25</u>	Introduction to Contracts	<u>Bailey v. West</u> <u>Lucy v. Zehmer</u>	UCC 1-201 (11), 2-102 2-105
		<b>Module One:</b>	<b>Offer</b>	
<u>Class 2</u>	<u>8/27</u>	Offer	<u>Lefkowitz v. Great Minn. Surplus Store</u> <u>Loneragan v. Scolnick</u> <u>Leonard v. Pepsico, Inc</u>	RS 24, 26, 29,30,32
<b>Friday</b>	<b>8/28</b>	<b>Law scholar</b>	<b>Noon Zoom ID: 958 827 6348</b>	
<u>Class 3</u>	<u>9/1</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>9/3</u>	Destruction of the Offer	<u>Akers v. J.B.Sedberry</u>	RS 38, 39, 40, 41,48
<b>Friday</b>	<b>9/4</b>	<b>Law scholar</b>	<b>Noon Zoom ID: 958 827 6348</b>	
<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 25,87,
		<b>Module Two:</b>	<b>Common law Acceptance</b>	
<u>Class 6</u>	<u>9/10</u>	Acceptance by Promise	<u>La Salle National Bank v. Vega</u> <u>Hendricks v. Behee</u> <b>Problem 1 Due</b>	RS 50, 56
<b>Friday</b>	<b>9/11</b>	<b>Law scholar</b>	<b>Noon Zoom ID: 958 827 6348</b>	
<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
<u>Class 8</u>	<u>9/17</u>	Time When Acceptance is Effective	<u>Adams v. Lindsell</u> <u>Minneapolis &amp; St. Louis RR</u>	RS 63
<b>Friday</b>	<b>9/18</b>	<b>Law scholar</b>	<b>Noon Zoom ID: 958 827 6348</b>	
		<b>Module Three:</b>	<b>Offer and Acceptance Under the UCC</b>	
<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
<u>Class10</u>	<u>9/24</u>	Battle of the Forms	<u>DTE Energy Technologies v. Briggs</u> <u>Textile Unlimited v. BMH &amp; Co.</u> <b>Problem 2 Due</b>	UCC 2-207
<b>Friday</b>	<b>9/25</b>	<b>Law scholar</b>	<b>Noon Zoom ID: 958 827 6348</b>	

<u>Class11</u>	<u>9/29</u>	Battle of the Forms	<u>Standard Bent Glass v. Glassrobots</u> <u>Idaho Power v. Westinghouse</u>	
<u>Class12</u>	<u>10/1</u>	Irrevocable Offer	<u>Mid-South Packers v. Shoney's</u> <b>Problem 3 Due</b>	UCC 2-104(1) (3), 2-205
<b>Friday</b>	<b>10/2</b>	<b>Law scholar</b>	<b>Noon Zoom ID: 958 827 6348</b>	
<b>Midterm</b>	<b>10/6</b>	<b>Midterm</b>	<b>Offer and Acceptance</b>	<b>Midterm</b>
		<b>Module Four:</b>	<b>Indefiniteness</b>	
<u>Class13</u>	<u>10/8</u>	Indefiniteness-CL	<u>MGM v. Scheider</u> <u>Varney v. Ditmars</u> <u>Martin Delicatessen v. Schumacher</u>	RS 27, 33
<b>Friday</b>	<b>10/9</b>	<b>Law scholar</b>	<b>Noon Zoom ID: 958 827 6348</b>	
<u>Class14</u>	<u>10/13</u>	Indefiniteness-UCC	<u>Olgebay Norton v. Armco</u> <u>Midterm review</u>	UCC 2-204.;2-305;2-309; 2-310
		<b>Module Five:</b>	<b>Consideration</b>	
<u>Class 16</u>	<u>10/15</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
<b>Friday</b>	<b>10/16</b>	<b>Law scholar</b>	<b>Noon Zoom ID: 958 827 6348</b>	
<u>Class 17</u>	<u>10/20</u>	Waiver of Claims	<u>In Re Greene</u> <u>Fiege v. Boehm</u>	RS 74
<u>Class 18</u>	<u>10/22</u>	Modification	<u>Levine v. Blumenthal</u> <u>Alaska Packers v. Domenico</u>	RS 73, 89 UCC 1-203
<b>Friday</b>	<b>10/23</b>	<b>Law scholar</b>	<b>Noon Zoom ID: 958 827 6348</b>	
<u>Class 19</u>	<u>10/27</u>	Illusory Promises	<u>Rehm-Zeiher v. Walker</u> <u>Wood v. Lucy, Lady Duff-Gordon</u>	RS 77, 79 UCC 2-103(1)(b), 2-306
<u>Class 20</u>	<u>10/29</u>	Relief of Moral Obligation	<u>Mills v. Wyman</u> <u>Webb v. McGowin</u> <b>Problem 4 Due</b>	RS 86
<b>Friday</b>	<b>10/30</b>	<b>Law scholar</b>	<b>Noon Zoom ID: 958 827 6348</b>	
<u>Class 21</u>	<u>11/3</u>	Modification UCC	<u>Angel v. Murray</u>	UCC 2-209
		<b>Module Six:</b>	<b>Promissory Estoppel</b>	
<u>Class 22</u>	<u>11/5</u>	Promissory Estoppel	<u>Citi Roof v. Tech Contract</u> <u>Fineberg</u>	RS 90
<b>Friday</b>	<b>11/6</b>	<b>Law scholar</b>	<b>Noon Zoom ID: 958 827 6348</b>	

<u>Class 23</u>	<u>11/10</u>	Promissory Estoppel	<u>Rickets</u> <u>Blinn</u>	
		<b>Module Seven:</b>	<b>Statute of Frauds</b>	
<u>Class 24</u>	<u>11/12</u>	Statute of Frauds	<u>Professional Bull Riders v. Autozone</u> <u>Sullivan v. Porter</u> <b>Problem 5 Due</b>	RS 110,130
<b>Friday</b>	<b>11/13</b>	<b>Law scholar</b>	<b>Noon Zoom ID: 958 827 6348</b>	
<u>Class 25</u>	<u>11/17</u>	Statute of Frauds	<u>Crabtree v. Elizabeth Arden</u> <u>Snyder v. Snyder</u>	RS 131, 132, 135, 139
<u>Class 26</u>	<u>11/19</u>	Statute of Frauds-UCC		UCC 2-201
<b>Friday</b>	<b>11/20</b>	<b>Law scholar</b>	<b>Noon Zoom ID: 958 827 6348</b>	
		<b>Module Eight:</b>	<b>Third Parties</b>	
<u>Class 27</u>	<u>11/24</u>	Third Parties	<u>Lawrence v. Fox</u> <u>Rosenburg v. Son, Inc.</u>	
<u>Class 28</u>	<u>12/1</u>	Final Review		
<b>Friday</b>	<b>12/2</b>	<b>Law scholar</b>	<b>Noon Zoom ID: 958 827 6348</b>	