

## CONTRACTS II – SPRING -- Professor Charles Tiefer

**Course:** Contracts II  
LAW 603- 339

**Instructor:** Charles Tiefer  
Via: [dthompson@ubalt.edu](mailto:dthompson@ubalt.edu) AL 1112 410-837-4635  
Arrange office hour visits [times] (through Deborah Thompson)

TuTh 6:15 – 7:30pm

**Location:** Room assignments are available through MyUB

**Course Description:** This course will present an overview of contracts remedies, including expectancy damages, restitution, and specific performance; the techniques of contract interpretation, including the parole evidence rule and the relationship between duties and conditions; as well as excuses and defenses, including misrepresentation, fraud, mistake, unconscionability, impracticability and frustration of purpose.

### **Course Materials**

Text: Ayres & Klass, *Studies in Contract Law* (8th ed. 2012)

Supplement: Farnsworth & Young, *Selections for Contracts*

Case Handout to be emailed to students, or posted on TWEN, during first week of class  
If it is on TWEN, then download it FIRST, and then print it or read it. If you print it directly out of TWEN (instead of downloading it first), your pagination will be wrong.

**Student Learning Outcomes:** Students will learn the fundamentals of contracts law. They will be able to analyze the rescission, breach and remedies 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:** Besides the midterm and final, as discussed below, I sometimes give a one-step up in grades.

### **Course Expectations:**

You must prepare for class to understand the material. Read the assigned text, including cases and bar exam questions, 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, who won, the rule, and the 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 on the desk in front of class, before the start of class, with your name, date, and "unprepared," no more. If I call upon you, just say, "unprepared -- there's a note up there." That will be honored. There's no penalty, no notations on your card or 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.

But do not skip the note. And if you do skip the note, definitely declare at once you did so. Bluffing when called upon is a way of wasting other students' precious class time that I highly disfavor.

***Attendance Policy:***

The School of Law expects all students to attend class regularly. An attendance sheet will go around at the start of class. The School declares that a student who has more than five (5) unexcused absences will not be permitted to take the final exam. 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 me a note. Do not bother with notes unless you have solid reason to expect many absences. Lateness or absence do NOT warrant telephoning my assistant or discussions with me. Your fender-benders and flat tires while driving to UB are a matter for Torts class, not Contracts. Don't tell me in advance. Please, notes ONLY from the very few who have lengthy illnesses, pregnancies, family emergencies, or the like - those are more than enough.

***Computers:*** Students may use laptops in class. It is tentatively decided that you WILL be able to access your notes for the exam, but you must print out or otherwise bring them in paper form. You will NOT access notes in the laptop when you use the laptop for the final exam.

***Class Cancellation:***

If the instructor must cancel a class, either notice will be given at the class before, or notices will be sent to students via email and posted on the classroom door. 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/](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 Director of Student Services, at 410-837-5623.

**Examination:**

There will be a final examination. Details will be announced later. There will be an in-class graded midterm, on the date shown below in the “Assignments” numbers.

**CONTRACTS II – SPRING 2020 – ASSIGNMENTS**

Assignment Number	Topic	Text and Handout (H)	Supplement
1	<b>Mistake</b> Beachcomber, Lenawee, Hill Sand	494-496, 500-505, H210	R §§ 152, 154
2	<b>Misrepresentation and Fraud</b> Norton, Gross, Continental, Md Bar 2-04 Q8, 7-02 Q11	H213 H217, H235, H243, H244	R § 162
3	<b>Concealment, Nondisclosure</b> Laidlaw, Hill, Md Bar 7-05 Q3, 2-06 Q7; UBE Q1, UBE Q33	518-520; 537-542; H245, H246; 564 n.2	R § 161
4	<b>Unconscionability</b> Surprise or No Real Choice Williams II & notes 5-6 Williams v. Wms; Zapatha	23-26; 27 n. 3, H225 H250, 595-599	UCC § 2-302 R § 208
5	Ferguson <b>Illegality</b> DeReggi, Berenter, Bisko Problem	583-589 H254; H252,	R §§ 178, 181
6	<b>Public Policy</b> Un. Rentals, Fowler, Colgan	H 266; H 259, H 229	

7	<b>Parol Evidence: Start</b> Aetna, Sylene	H 207; H 5	
8	<b>Parol Evidence: UCC</b> Alaska, Snyder, Admiral UBE Q8	671-677 H 14; H 1	UCC 2-202
9	<b>To Interpret: Admitting Extrinsic Evidence</b> Azat, PG&E, A Kemp, Md Bar 7-06 Q12,	H 9 , 681-684, H161, H168-171	R.214
10	<b>To Interpret: Methods</b> Frigalment, Gray UBE Q5	690-696, H 19	UCC 1-205(1,2,3); UCC 2-208(1), R202
<b>Midterm – between the 10<sup>th</sup> and 11<sup>th</sup> assignments</b>			
11	Problem – Faulty Trucks <b>Impracticability</b> Wegematic Taylor	Handout 864-868 869-872	UCC 2-615(a)
12	<b>Impracticability</b> Rockland (not Part III), Kaiser-Francis UBE Q2 <b>Buyer &amp; Seller Breach Damages: Intro</b>	H 27 (not Part III), 894-896	UCC 2-613; R 261
13	<b>Buyer Breach: MFV or Resale?</b> Intro, Kemp, Lee Oldsmobile, Am. Mech UBE Q32	876-877, H48, H49, 1023-1026	R347(a); 2-703(1,2) UCC 2-709(1) UCC 2-706(1)
14	Problem – Slick Shoe <b>Seller Breach: MP or Cover?</b> Laredo Hides, Trinidad	Handout H53, H 179	UCC 2-708(1,2) UCC 2-712(1),(2) UCC 2-713(1,2))
15	<b>Seller Breach: Completion or Diminution?</b> Am Standard, Andrulis, Jacob (focus 852-853, not conditions)	1055-1059, H60, bkgd 850-855, focus 852-853	R 348(2)

16	Problem – Recalcitrant Manufacturer <b>Flawed Goods, Consequential Damages</b> Comment, Hadley; Spang UBE Q6	38-39 1060-1061, 41- 44, 1006-1011	UCC 2-714(2) 2-715(2(a,b))
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Assignment Number	Topic	Text and Handout (H)	Supplement
17	<b>Remedy Limit</b> Lewis, Hydraform	1147-1152, 1014- 1018	UCC 2-719

18	Problem <b>Reliance, Restitution</b> Anglia, Algernon, County Com'rs, Md Bar 7-01 Q5, 2-03 Q8	Handout H 66, H68, H70 H163, H162	R § 349, 370-71, R § 347(a)
19	<b>Restitution for Party in Breach</b> Mogavero, Cambridge, Comment	H78, H86, 1078- 1079	R § 374 UCC 2-718(2)
20	<b>Liquidated Damages</b> Southwest, Austin, Un. Cable TV	1131-1135, H271- 274, H74	UCC 2-718(1)
21	<b>Specific Performance: Goods</b> Curtice, Laclede nn.1,2, NIPSCO	1110-1112, H275- 278, 976-979	UCC 2-716
22	Problem <b>Specific Performance: Land, Services</b> Archway, Chambers, ABC	1138  H96; H103; handout	
23	<b>Conditions</b> Gilbane, Carter	H107 814-818 & nn 1,2	R § 224,225(1) UCC 2-601
24	Problem <b>Substantial Performance</b> String, O.W. Grun, Jacob (again), Walker, Md Bar 7-04 Q1	Handout H119, H279-282, 850-855 H116 H164	R§ 234,UCC2- 507(1), UCC 2-511(1) R§§ 241,242
25	<b>Excuse of Condition: Waiver, Forfeiture</b> Clark, Ferguson Problem – Missing Insured	823-827, 834-839  Handout	UCC 2-209
26	<b>Repudiation, Insecurity, Installments</b> Taylor, AMF, Trinidad (again) Md Bar 7-03 Q6 UBE Q 40, 46	957-963, Handout, H175, H165	UCC 2-609, 610 UCC 2-612(3)