

**UNIVERSITY OF BALTIMORE SCHOOL OF LAW
SPRING 2020**

Course: Contracts II
LAW 603
Section 339

Instructor: John Bessler
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Office Hours: To be determined / By appointment

Days/Time: Mondays and Wednesdays – 1:30 p.m.-2:45 a.m.

Location: Check the Law School class schedule for the room assignment.

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 parol evidence rule and the relationship between duties and conditions; as well as excuses and defenses, including duress, undue influence, misrepresentation, fraud, mistake, unconscionability, impossibility, impracticability and frustration of purpose.

Course Materials:

Required Texts

Ian Ayres & Gregory Klass, *Studies in Contract Law* (Foundation Press, 9th ed., 2017) (“Casebook”) – ISBN: 978-1-63460-325-6

E. Allan Farnsworth, Carol Sanger, Neil B. Cohen, Richard R.W. Brooks & Larry T. Garvin, *Selections for Contracts: 2019 Edition* (Foundation Press, 2019) (“Supplement”) – ISBN: 978-1-1684675098

Optional Text

Brian A. Blum, *Contracts: Examples & Explanations* (Wolters Kluwer, 7th ed. 2017) (“Blum (7th ed.)”), Brian A. Blum, *Contracts: Examples & Explanations* (Wolters Kluwer, 6th ed. 2013) (“Blum (6th ed.)”), or Brian A. Blum, *Contracts: Examples & Explanations* (Wolters Kluwer, 5th ed. 2011) (“Blum” (5th ed.))

Student Learning Outcomes:

By the end of this course, you will: (1) be able to articulate the differences between the law governing contracts involving the sale of goods and those involving the provision of services; (2) be able to state the differences between available remedies under the Uniform Commercial Code and the Restatement (Second) of Contracts; (3) be able to distinguish between expectancy, reliance and restitution damages and the remedies of specific performance, restitution and rescission; (4) be able to recite the rules for contract interpretation, contractual duties, conditions, and parol evidence; (5) be able to articulate the circumstances in which various contractual defenses (i.e., infancy, duress, undue influence, misrepresentation, fraud, mistake, unconscionability, impossibility, impracticability, public policy, and frustration of purpose) may be invoked; and (6) be able to articulate the importance of the careful use of language in the drafting and interpretation of contracts.

Grades:

Grading for the course will be determined on the basis of a 10-point midterm exam and a 90-point final exam. Students' exams will be identified by blind grading numbers, which are obtained online on MyUB before the exam period. Exam numbers are randomly generated by the registrar's office and assigned to each student.

The Contracts II course is subject to the law school's mandatory grading range for first-year courses. Under the mandatory grading range, each faculty member teaching a section of any first-year course shall have an average grade (i.e., the arithmetic average of all of the grades assigned to students in the section) that is no lower than 2.67 and no higher than 3.00.

Class participation is expected and demonstrates that you have read and reflected on the issues raised in the reading assignments. You are expected to complete all reading assignments and to consistently participate in class discussion in order to demonstrate that you have read and thoughtfully reflected on the issues raised in the assignment. Grades may be raised or lowered up to a half letter grade (e.g., A- to B+ or C+ to B-) based on the overall quality of a student's class participation.

Course Expectations:

American Bar Association Accreditation Standards 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 per week 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.

You are expected to complete all reading assignments and to consistently participate in class discussion in order to demonstrate that you have read and reflected on the issues raised in the reading assignments. It is expected that students will be prepared for class and will have read the assigned pages in the Casebook, as well as any Restatement or U.C.C. sections (and any comments or illustrations thereto) assigned from the Supplement.

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 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

TWEN Site:

This course has a TWEN page that links to this syllabus and the reading assignments for the semester. You are responsible for self-enrolling in the TWEN page and for checking it regularly for course information. Other assignments, including case hypotheticals, will be periodically distributed via TWEN during the semester.

A list of reading assignments for the entire semester is set forth below. Additional reading assignments may also be added, and I may modify the syllabus during the course of the semester. I will announce any such modifications in class or through a posting on TWEN.

Laptops:

Laptops may be used in class, but they may only be used for note-taking and other course-related work. Surfing the Internet for a non-course-related purpose is prohibited. Accessing the Internet for a non-course-related purpose is not conducive to classroom learning, and it would also be extremely distracting—and thus unfair—to your

classmates. Please be respectful, professional and engaged when using your computer in class. Note: Some social science research indicates that students who take notes by hand fared better on tests than those who typed notes on a laptop. Whether you use a laptop in class for note-taking is up to you, but whatever you decide to do, you should remember that the purpose of note-taking is to gain an understanding of the material and not simply to indiscriminately transcribe what is said in class.

Professionalism:

Learning cannot effectively take place in an environment that is unprofessional. To that end, I expect that you will observe basic professional courtesies such as arriving on time, respecting different viewpoints, turning off your cell phone, staying off the Internet in class, coming to class prepared to participate, and otherwise observing norms of professional behavior.

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 the Office of Academic Affairs at ublawaacadaff@ubalt.edu or (410) 837-4468.

Office Hours:

I have an open-door policy, so please feel free to stop by my office on the 11th floor of the law school. Otherwise, feel free to make an appointment (either by phone or e-mail) to see me. You are welcome to contact me via e-mail, and my e-mail address is listed above. My regular office hours will be determined at the beginning of the semester.

Class Cancellation:

If the instructor must cancel a class, notices will be sent to students via e-mail 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.

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.

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 Harassment 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.

Reading Assignments:

Monday, January 13, 2020

Topics: Course Overview; Sources of Contract Law; Introduction to Contract Remedies

Required Reading: Casebook, pp. 6-10, 29-38, 1107-1116; Supplement, pp. 1-4, 299-30 (Compilers' Notes); Restatement (Second) of Contracts §§ 344, 345, 352; U.C.C. §§ 1-101, 1-102, 1-103 & 1-106

Assigned Cases: Sullivan v. O'Connor, 296 N.E.2d 183 (Mass. 1973); Curtice Brothers Co. v. Catts, 66 A. 935 (N.J. Ch. 1907)

Optional Reading: Blum (5th ed.), pp. 655-60; Blum (6th ed.), pp. 657-62; Blum (7th ed.), pp. 665-70

Wednesday, January 15, 2020

Topics: Introduction to Contract Remedies; Restitution; “Foreseeability”

Required Reading: Casebook, pp. 39-46, 428-430, 996-1001, 1073-1079; Supplement - Restatement (Second) of Contracts §§ 351, 370 & 371; Restatement of the Law (Third) Restitution and Unjust Enrichment § 1; U.C.C. §§ 2-703, 2-711, 2-715

Assigned Cases: Hadley v. Baxendale, 9 Exch. 341, 156 Eng. Rep. 145 (1854); Glendale Federal Bank, FSB v. United States, 378 F.3d 1308 (Fed. Cir. 2004); Britton v. Turner, 6 N.H. 481 (1834)

Optional Reading: Blum (5th ed.), pp. 263-71, 676-81; Blum (6th ed.), pp. 269-79, 678-84; Blum (7th ed.), pp. 269-86, 687-91

Monday, January 20, 2020 – NO CLASS – Martin Luther King Jr. Holiday

Wednesday, January 22, 2020

Topics: Performance; Integration; Parol Evidence Rule

Required Reading: Casebook, pp. 660-71; Supplement - Restatement (Second) of Contracts §§ 209-210, 212-218

Assigned Cases: Mitchill v. Lath, 160 N.E. 646 (N.Y. 1928); Masterson v. Sine, 436 P.2d 561 (Cal. 1968)

Optional Reading: Blum (5th ed.), pp. 379-88; Blum (6th ed.), pp. 385-94; Blum (7th ed.), pp. 387-98

Monday, January 27, 2020

Topics: Integration; Parol Evidence Rule

Required Reading: Casebook, pp. 671-78; Suburban Leisure Center, Inc. v. AMF Bowling Prods., Inc., 468 F.3d 523 (8th Cir. 2006) (full text of opinion available on WESTLAW); Supplement - U.C.C. § 2-202

Assigned Cases: Alaska Northern Development, Inc. v. Alyeska Pipeline Serv. Co., 666 P.2d 33 (Alaska 1983); Suburban Leisure Center, Inc. v. AMF Bowling Prods., Inc., 468 F.3d 523 (8th Cir. 2006) (full text of opinion available on WESTLAW)

Optional Reading: Blum (5th ed.), pp. 388-97; Blum (6th ed.), pp. 394-404; Blum (7th ed.), pp. 398-408

Wednesday, January 29, 2020

Topics: Contract Interpretation; Interpretation Rules; Arbitration Agreements

Required Reading: Casebook, pp. 681-88, 931-939; Supplement - Restatement (Second) of Contracts §§ 200-204 & 206-207; U.C.C. §§ 1-102, 1-103, 2-101 & 2-102

Assigned Cases: Pacific Gas & Electric Co. v. G.W. Thomas Drayage & Rigging Co., 442 P.2d 641 (Cal. 1968); Stolt-Nielsen S.A. v. AnimalFeeds International Corp., 130 S. Ct. 1758 (2010)

Optional Reading: Blum (5th ed.), pp. 297-313; Blum (6th ed.), pp. 305-20; Blum (7th ed.), pp. 303-17

Monday, February 3, 2020

Topics: Contract Interpretation; Interpretation Rules; Duty of Good Faith and Fair Dealing

Required Reading: Casebook, pp. 690-99, 707-716; Supplement - Restatement (Second) of Contracts § 205; U.C.C. § 1-201(20), 1-303 & 1-304

Assigned Cases: Frigalment Importing Co. v. B.N.S. International Sales Corp., 190 F. Supp. 116 (S.D.N.Y. 1960); Centronics Corp. v. Genicom Corp., 562 A.2d 187 (N.H. 1989)

Optional Reading: Blum (5th ed.), pp. 313-21; Blum (6th ed.), pp. 321-36; Blum (7th ed.), pp. 318-34

Wednesday, February 5, 2020

Topics: Contract Interpretation; “Reasonable expectations”

Required Reading: Casebook, pp. 701-707; Omni Berkshire Corp. v. Wells Fargo Bank, N.A., 307 F. Supp.2d 534 (S.D.N.Y. 2004) (opinion available on WESTLAW); Supplement - U.C.C. § 2-301

Assigned Cases: In re Katrina Canal Breaches Litigation, 495 F.3d 191 (5th Cir. 2007); Omni Berkshire Corp. v. Wells Fargo Bank, N.A., 307 F. Supp.2d 534 (S.D.N.Y. 2004) (opinion available on WESTLAW)

Optional Reading: Blum (5th ed.), pp. 321-25; Blum (6th ed.), pp. 336-42; Blum (7th ed.), pp. 335-40

Monday, February 10, 2020

Topics: Contract Interpretation; Duty of Good Faith and Fair Dealing; Conditions

Required Reading: Casebook, pp. 718-23, 724-33, 843-47; Supplement - Restatement (Second) of Contracts § 234

Assigned Cases: Patterson v. Meyerhofer, 97 N.E. 472 (N.Y. 1912); Market Street Associates Limited Partnership v. Frey, 941 F.2d 588 (7th Cir. 1991); Palmer v. Fox, 264 N.W. 361 (Mich. 1936)

Optional Reading: Blum (5th ed.), pp. 205-06, 547-64, 579-80; Blum (6th ed.), pp. 209-11, 565-84, 591-93; Blum (7th ed.), pp. 211-13, 575-97

Wednesday, February 12, 2020

Topics: Conditions; Performance; Duty of Good Faith; Exercise of Reserved Discretion

Required Reading: Casebook, pp. 734-48; Neumiller Farms, Inc. v. Cornett, 368 So.2d 272 (Ala. 1979) (opinion available on WESTLAW); Supplement - Restatement (Second) of Contracts §§ 224-28; U.C.C. § 2-306

Assigned Cases: Billman v. Hensel, 391 N.E.2d 671 (Ind. Ct. App. 1979); Austrian Airlines Oesterreichische Luftverkehrs AG v. UT Finance Corp., 567 F. Supp.2d 579 (S.D.N.Y. 2008); Neumiller Farms, Inc. v. Cornett, 368 So.2d 272 (Ala. 1979) (opinion available on WESTLAW); Feld v. Henry S. Levy & Sons, Inc., 335 N.E.2d 320 (N.Y. 1975)

Optional Reading: Blum (5th ed.), pp. 564-70; Blum (6th ed.), pp. 584-91; Blum (7th ed.), pp. 609-24

Monday, February 17, 2020

Topic: Specific performance; Injunctive relief

Required Reading: Casebook, pp. 976-88, 1155-58; Supplement - Restatement (Second) of Contracts §§ 307, 357-360, 362-365, 367, 369; U.C.C. § 2-716

Assigned Cases: Northern Indiana Pub. Serv. Co. v. Carbon County Coal Co., 799 F.2d 265 (7th Cir. 1986); Walgreen Co. v. Sara Creek Property Co., 966 F.2d 273 (7th Cir. 1992); Ed Bertholet & Associates, Inc. v. Stefanko, 690 N.E.2d 361 (Ind. Ct. App. 1998)

Optional Reading: Blum (5th ed.), pp. 704-09; Blum (6th ed.), pp. 707-713; Blum (7th ed.), pp. 667-69, 714-20

Wednesday, February 19, 2020

Topics: Specific Performance; Avoidance of Contracts; Capacity to Contract: Infancy, Minors, Mental Incompetence

Required Reading: Casebook, pp. 467-81; Supplement - Restatement (Second) of Contracts §§ 7, 12-15; Restatement of the Law (Third) Restitution and Unjust Enrichment §§ 16, 33

Assigned Cases: Bowling v. Sperry, 184 N.E.2d 901 (Ind. App. Ct. 1962); Heights Realty, Ltd. v. Phillips, 749 P.2d 77 (N.M. 1988)

Optional Reading: Blum (5th ed.), pp. 481-92; Blum (6th ed.), pp. 497-511; Blum (7th ed.), pp. 505-19

Monday, February 24, 2020 – Midterm Exam (worth 10 points)

Wednesday, February 26, 2020

Topics: Specific Performance/Equitable Remedies; Restrictive Covenants; Avoidance of Contracts; Capacity to Contract: Intoxication

Required Reading: Casebook, pp. 481-83; American Broadcasting Companies v. Wolf, 420 N.E.2d 363 (N.Y. Ct. App. 1981) (available on WESTLAW); Supplement - Restatement (Second) of Contracts §§ 12, 16, 361; Sarah Whitten, “Jimmy John’s Drops Noncompete Clauses Following Settlement,” CNBC, June 22, 2016, <https://www.cnbc.com/2016/06/22/jimmy-johns-drops-non-compete-clauses-following-settlement.html>

Assigned Cases: American Broadcasting Companies v. Wolf, 420 N.E.2d 363 (N.Y. Ct. App. 1981); Ervin v. Hosanna Ministry, Inc., 1995 WL 681532 (Conn. 1995)

Optional Reading: Blum (5th ed.), pp. 492-93; Blum (6th ed.), p. 511; Blum (7th ed.), pp. 519

Monday, March 2, 2020

Topics: Changed Circumstances; Impossibility; Impracticability; Frustration of Purpose

Required Reading: Casebook, pp. 862-877; Supplement - Restatement (Second) of Contracts §§ 261-266; Restatement of the Law (Third) Restitution and Unjust Enrichment § 34; U.C.C. § 2-615

Assigned Cases: United States v. Wegematic Corp., 360 F.2d 674 (2d Cir. 1966); Taylor v. Caldwell, 122 Eng. Rep. 309 (King's Bench, 1863); Canadian Industrial Alcohol Co. v. Dunbar Molasses Co., 179 N.E. 383 (N.Y. 1932)

Optional Reading: Blum (5th ed.), pp. 519-30; Blum (6th ed.), pp. 537-49; Blum (7th ed.), pp. 545-59

Wednesday, March 4, 2020

Topic: Impracticability; Frustration of Purpose

Required Reading: Casebook, pp. 894-98, 901-13; Supplement - Restatement (Second) of Contracts §§ 267-272

Assigned Cases: Kaiser-Francis Oil Co. v. Producer's Gas Co., 870 F.2d 563 (10th Cir. 1989); Krell v. Henry, 2 K.B. 740 (1903); Washington State Hop Producers, Inc. v. Goschie Farms, Inc., 773 P.2d 70 (Wash. 1989)

Optional Reading: Blum (5th ed.), pp. 531-46; Blum (6th ed.), pp. 550-64; Blum (7th ed.), pp. 560-74

Monday, March 9, 2020

Topics: Duress; Undue Influence

Required Reading: Casebook, pp. 549-61; Supplement - Restatement (Second) of Contracts §§ 174-177; Restatement of the Law (Third) Restitution and Unjust Enrichment § 14

Assigned Cases: Rubenstein v. Rubenstein, 120 A.2d 11 (N.J. 1956); Austin Instrument, Inc. v. Loral Corp., 272 N.E.2d 533 (N.Y. Ct. App. 1971); Machinery Hauling, Inc. v. Steel of West Virginia, 384 S.E.2d 139 (W. Va. 1989)

Optional Reading: Blum (5th ed.), pp. 434-43; Blum (6th ed.), pp. 445-55; Blum (7th ed.), pp. 450-57, 460-61

Wednesday, March 11, 2020

Topic: Unconscionability

Required Reading: Casebook, pp. 23-29, 561-71; Supplement - Restatement (Second) of Contracts § 208; U.C.C. § 2-302

Assigned Cases: Williams v. Walker-Thomas Furniture Co., 198 A.2d 914 (D.C. Ct. App. 1964); Williams v. Walker-Thomas Furniture Co., 350 F.2d 445 (D.C. Cir. 1965)

Optional Reading: Blum (5th ed.), pp. 443-50; Blum (6th ed.), pp. 455-63; Blum (7th ed.), pp. 461-68

SPRING BREAK

Monday, March 16, 2020 – NO CLASS

Wednesday, March 18, 2020 – NO CLASS

Monday, March 23, 2020

Topics: Contracts of Adhesion; Unconscionability

Required Reading: Casebook, pp. 572-92; Supplement - Restatement (Second) of Contracts § 211

Assigned Cases: Jones v. Star Credit Corp., 59 Misc.2d 189 (N.Y. 1969); In re Fleet v. United States Consumer Council, 95 B.R. 319 (E.D. Pa. Bankr. 1999); Ferguson v. Countrywide Credit Industries, Inc., 298 F.3d 778 (9th Cir. 2002)

Optional Reading: Blum (5th ed.), pp. 450-53; Blum (6th ed.), pp. 463-67; Blum (7th ed.), pp. 468-73

Wednesday, March 25, 2020

Topics: Unconscionability; Illegality; Public Policy

Required Reading: Casebook, pp. 592-616; Supplement - Restatement (Second) of Contracts §§ 8, 178-180, 197-199; U.C.C. §§ 2-309, 2-719

Assigned Cases: Zapatha v. Dairy Mart, Inc., 408 N.E.2d 1370 (Mass. 1980); Coursey v. Caterpillar, Inc., 64 F.3d 662 (6th Cir. 1995); Sinnar v. Le Roy, 270 P.2d 800 (Wash. 1954); Homami v. Iranzadi, 260 Cal. Rptr. 6 (Cal. Ct. App. 1989)

Optional Reading: Blum (5th ed.), pp. 415-18, 453-61; Blum (6th ed.), pp. 425-28, 467-76; Blum (7th ed.), pp. 468-73

Monday, March 30, 2020

Topics: Illegality; Public Policy

Required Reading: Casebook, pp. 620-43; Supplement - Restatement (Second) of Contracts §§ 181-184, 186, 192-196; Restatement of the Law (Third) Restitution and Unjust Enrichment § 32

Assigned Cases: Broadley v. Mashpee Neck Marina, Inc., 471 F.3d 272 (1st Cir. 2006); Data Management, Inc. v. Greene, 757 P.2d 62 (Alaska 1988); Watts v. Watts, 137 Wis.2d 506 (Wis. 1987)

Optional Reading: Blum (5th ed.), pp. 462-80; Blum (6th ed.), pp. 476-96; Blum (7th ed.), pp. 473-83

Wednesday, April 1, 2020

Topic: Mistake

Required Reading: Casebook, pp. 484-99; Supplement - Restatement (Second) of Contracts §§ 151-154; Restatement of the Law (Third) Restitution and Unjust Enrichment §§ 5, 10, 12

Assigned Cases: Boise Junior College District v. Mattefs Constr. Co., 450 P.2d 604 (Idaho 1969); Beachcomber Coins, Inc. v. Boskett, 400 A.2d 78 (N.J. Super. 1979); Sherwood v. Walker, 33 N.W. 919 (Mich. 1887)

Optional Reading: Blum (5th ed.), pp. 503-10; Blum (6th ed.), pp. 521-28; Blum (7th ed.), pp. 529-45

Monday, April 6, 2020

Topics: Mistake; Reformation; Rescission; Buyer's and Seller's U.C.C. Remedies

Required Reading: Casebook, pp. 500-14; Supplement - Restatement (Second) of Contracts §§ 155-158; Restatement of the Law (Third) Restitution and Unjust Enrichment § 37; U.C.C. §§ 2-702, 2-703, 2-706, 2-708, 2-709, 2-710, 2-711, 2-712, 2-713, 2-714, 2-715, 2-716, 2-717

Assigned Cases: Lenawee County Board of Health v. Messerly, 331 N.W.2d 203 (Mich. 1982); OneBeacon America Ins. Co. v. Travelers Indemnity Co. of Ill., 465 F.3d 38 (1st Cir. 2006)

Optional Reading: Blum (5th ed.), pp. 510-19; Blum (6th ed.), pp. 528-37; Blum (7th ed.), pp. 681-91

Wednesday, April 8, 2020

Topics: Fraud; Misrepresentation; Duty to Disclose; Rescission; Restitution

Required Reading: Casebook, pp. 517-47; Supplement - Restatement (Second) of Contracts §§ 159-169, 171-172; Restatement of the Law (Third) Restitution and Unjust Enrichment §§ 2, 13; U.C.C. § 2-721

Assigned Cases: Laidlaw v. Organ, 15 U.S. 178 (1817); Marina District Development Co., LLC v. Ivey, 2016 WL 6138239 (D. N.J. 2006); Vokes v. Arthur Murray, Inc., 212 So.2d 906 (Fla. Ct. App. 1968); Hill v. Jones, 725 P.2d 1115 (Ariz. Ct. App. 1986)

Optional Reading: Blum (5th ed.), pp. 419-34; Blum (6th ed.), pp. 429-45; Blum (7th ed.), pp. 433-50

Monday, April 13, 2020

Topics: Breach of Contract; Substantial Performance; Perfect Tender Rule; Anticipatory Breach; Right to Suspend Performance

Required Reading: Casebook, pp. 951-72; Supplement - Restatement (Second) of Contracts §§ 1-2, 235-236, 241, 243-245, 250-251, 253-257; U.C.C. §§ 1-107, 2-503, 2-507, 2-508, 2-513(1), 2-601, 2-602, 2-606, 2-607, 2-608, 2-609, 2-610, 2-611, 2-711 & 2-712

Assigned Cases: Hochster v. De La Tour, 118 Eng. Rep. 922 (Queen’s Bench, 1853); Taylor v. Johnston, 539 P.2d 425 (Cal. 1975); Alaska Pacific Trading Co. v. Eagon Forest Prods., Inc., 85 Wash. App. 354 (Wash. Ct. App. 1997)

Optional Reading: Blum (5th ed.), pp. 603-12, 615-17, 621-32; Blum (6th ed.), pp. 617-25, 627-42; Blum (7th ed.), pp. 625-35, 638-39, 646-50

Wednesday, April 15, 2020

Topics: Damages; Mitigation of Damages

Required Reading: Casebook, pp. 1023-28, 1064-1073; Supplement - Restatement (Second) of Contracts §§ 346-350, 356; U.C.C. §§ 2-708, 2-709 & 2-710, 2-713, 2-714 & 2-715

Assigned Cases: American Mechanical Corp. v. Union Machine Co. of Lynn, Inc., 485 N.E.2d 680 (Mass. Ct. App. 1985); Lowy v. United Pacific Ins. Co., 67 Cal.2d 87 (Cal. 1967); New Era Homes Corp. v. Forster, 86 N.E.2d 757 (N.Y. Ct. App. 1949)

Optional Reading: Blum (5th ed.), pp. 6-8, 657-59, 681-93; Blum (6th ed.), pp. 6-8, 659-61, 684-96; Blum (7th ed.), pp. 7-8, 683-686, 691-704

Monday, April 20, 2020

Topics: Unjust enrichment; Alternative Remedies: Reliance and Restitution

Required Reading: Casebook, pp. 994-96, 1029-34, 1042-47; Supplement - Restatement (Second) of Contracts §§ 370-371, 373-374, 376-377; Restatement of the Law (Third) Restitution and Unjust Enrichment § 38

Assigned Cases: Bernstein v. Nemeyer, 570 A.2d 164 (Conn. 1990); Locks v. Wade, 114 A.2d 875 (N.J. Super. 1955); Reliance Cooperage Corp. v. Treat, 195 F.2d 977 (8th Cir. 1952)

Optional Reading: Blum (5th ed.), pp. 272-81, 694-703; Blum (6th ed.), pp. 279-88, 698-707; Blum (7th ed.), pp. 269-80, 705-14

Wednesday, April 22, 2020

Topics: Damages; Liquidated Damages; “Economic Waste”

Required Reading: Casebook, pp. 1050-60, 1131-37; Supplement - Restatement (Second) of Contracts § 347 & U.C.C. § 2-718; Supplement, pp. 600-608 (Contract in Peevyhouse v. Garland Coal & Mining Co.)

Assigned Cases: Peevyhouse v. Garland Coal & Mining Co., 382 P.2d 109 (Okla. 1962); American Standard, Inc. v. Schectman, 439 N.Y.S.2d 529 (N.Y. App. Div. 1981); Southwest Engineering Co. v. United States, 341 F.2d 998 (8th Cir. 1965)

Optional Reading: Blum (5th ed.), pp. 612-14, 663, 671-74, 709-18; Blum (6th ed.), pp. 625-27, 664-66, 673-75, 713-21; Blum (7th ed.), pp. 720-25

Monday, April 27, 2020

Topics: Consequential Damages; Mental Anguish and Punitive Damages; Assignments; Third-Party Beneficiaries; Review for Final Exam

Required Reading: Casebook, pp. 941-49, 957-62, 967-71, 1006-1014, 1096-1107; Supplement - Restatement (Second) of Contracts §§ 2, 302, 304, 307-309, 315, 317, 351, 353, 355; U.C.C. §§ 2-715, 2-719(3)

Assigned Cases: Spang Industries, Inc., Fort Pitt Bridge Div. v. Aetna Casualty & Surety Co., 512 F.2d 365 (2d Cir. 1975); Boise Dodge, Inc. v. Clark, 453 P.2d 551 (Idaho 1969); White Plains Coat & Apron Co. v. Cintas Corp., 867 N.E.2d 381 (N.Y. Ct. App. 2007)

Optional Reading: Blum (5th ed.), pp. 674-76, 718-22, 749-59; Blum (6th ed.), pp. 676-78, 721-25, 753-63; Blum (7th ed.), pp. 683-91, 728-33, 760-71