

**UNIVERSITY OF BALTIMORE SCHOOL OF LAW**  
**FALL 2023**  
**SYLLABUS**

**Course:** Contracts I  
Course Number: LAW 602  
Section Number: 329

**Instructor:** Professor Michael Meyerson  
mmeyerson@ubalt.edu  
(410) 802-4554

**Office Hours:** My office hours this semester will be a combination of in-person and Zoom hours. I will post my “office hours” each week on our TWEN site.

**IMPORTANT:** I will also be happy to schedule meetings with individual students. Please let me know if you’d like to meet, and we will find a mutually convenient time to talk. You should be assertive in making appointments. I will try to be flexible in finding a suitable time to meet.

**Administrative Assistant:** Ms. Tiffany Ralph (Please always address her as Ms. Ralph)  
410-837-4561  
tralph@ubalt.edu

**Class Days/Time:** Tuesdays and Thursdays 10:30 - 11:45

**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:**

Most of the cases we will be reading this semester are in the course packet which you need to purchase at the bookstore. I will be posting the first few cases on our TWEN site in case there is any difficulty getting the packet. Additional readings may be distributed throughout the semester.

**Course Web Site:**

This course has a TWEN page that will contain this syllabus, announcements, the class assignments, and other class materials. You are responsible for self-enrolling in the TWEN page and for checking it regularly for course information. If you are unable to self-enroll, please contact Ms. Ralph before our first class for assistance.

**Group Work**

We will do a lot of small group work this semester. This will not only sharpen your understanding of the subject, it will prepare you to do the kind of collaborative work with diverse groups of lawyers that you will be doing throughout your legal career. You are expected to

participate in every small group discussion and stay in the room until the time for group work has been completed.

I reserve the right to decrease a grade for unsatisfactory class participation or preparation.

### **Student Learning Outcomes:**

Students will learn the rules of offer, acceptance and consideration; they will learn how to structure legal arguments in a logical sequence; they will learn how to be precise with legal language; and they will learn how to apply the concept of “objective intent.” They will also learn how to work collaboratively to solve legal problems.

### **Grades:**

Your grade will be determined as followed:

10%: Midterm examination

90%: Final examination

I reserve the right to lower grades for inadequate class attendance, preparation, and participation.

### **Course Expectations:**

American Bar Association Standards for Law Schools establish *minimum* guidelines for the amount of work students should expect to complete for each credit earned. Under these *minimum* guidelines, 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. That is the time needed to barely pass. **Far more time** is needed for a good or excellent grade.

You are also expected to complete all reading and written assignments before class, to participate consistently in class discussion, to work collaboratively on all group assignments, and to be able to demonstrate that you have read and reflected on the issues raised in each assignment.

### **Attendance policy:**

Class attendance is a critical component of the learning process and reflects professional responsibility. Research demonstrates that students who regularly attend class are more likely to succeed. Additionally, the American Bar Association accreditation standards mandate that a law school adopt, publish, and adhere to a policy for regular class attendance for all students. In alignment with this policy, regular and punctual class attendance is a condition of receiving credit in all courses at the University of Baltimore’s School of Law.

### Modality

For a student to be considered present, their attendance must be consistent with the modality of the specific class meeting. For example, if a class meeting is in-person, a student must attend in-person to be considered present. If a class meeting is virtual, a student must attend virtually to be considered present.

## Student Attendance Requirements

As detailed in the chart below, the number of absences a student may accrue is determined by the total number of times a course is scheduled to meet throughout the semester.

<b>Number of scheduled meetings</b>	<b>Number of absences</b>
Fall and spring semesters, 2 or more meetings per week	4
Fall and spring semesters, 1 meeting per week	2

A student whose accrued absences exceed the limits above will be withdrawn from the course with a grade of FA (failure due to excessive absence) unless the Associate Dean for Academic Affairs extends the limit, up to the following maximums: (1) in the fall and spring semesters, up to 4 additional absences for a course scheduled to meet 2 or more times per week; (2) in the fall and spring semesters, up to 2 additional absences for a course scheduled to meet once per week; (3) in the summer semester, up to 1 additional absence. A student whose accrued absences exceed the extended limit will be withdrawn from the course with a grade of FA.

A student who anticipates accruing excessive absences may be eligible for a Leave of Absence and should contact the Dean of Students to discuss available options.

### Bases for Extensions

The Associate Dean for Academic Affairs can extend the number of absences a student may accrue based on a student's religious observance or extraordinary individual circumstances.

Extraordinary individual circumstances include, but are not limited to, the following: bereavement (as defined in the [University of Baltimore Student Bereavement Policy](#)), significant physical or mental health incidents, and attendance at activities required for academic credit, such as clinic court appearances and moot court competitions.

Minor illnesses, doctor's appointments, traffic, practice rounds for student competitions, personal events, and professional events (including those sponsored by the law school) are examples of circumstances that do not qualify as extraordinary individual circumstances.

A student must provide documentation for extraordinary individual circumstances upon request and must provide advance notice to the Faculty Member whenever possible.

### **Attendance Tracking Procedures**

To keep attendance, this class will use attendance software called **Qwickly**. Qwickly is hosted in Canvas, UB's official learning management system. With Qwickly the professor will have a choice to either take attendance manually OR to have you check-in using a pin number generated at the start of class.

To check-in for class using a pin number, you must log into the Canvas site for the course via myUB or at this link: <https://ubalt.instructure.com/courses/3120>.

Click "Qwickly Attendance (Law)" on the left side of the navigation bar and enter the pin. Qwickly will automatically email you if you are marked absent for the day. If you believe this email was sent in error, please contact the professor and their administrative assistant immediately.

## **Zoom and Panopto:**

Some class sessions may be held over Zoom.

During a Zoom class, you must have your video on. If you have extraordinary circumstances that make it impossible or uncomfortable to use video, please reach out to me before class.

There may also be a few class sessions that will be asynchronous, meaning taped in advance. I will let you know which sessions they are.

## **Class Recording Policy**

Upon request for students who must miss a particular class for medical or religious reasons, I will try to record that individual class.

## **UB Law Recording Statement**

Any class recordings, audio or video, are for the sole use of that specific class instruction and study and may not be used or reproduced by students for any other purpose. Similarly, students may not capture video, audio, images or chat text from a class without permission from the instructor for use specific to that class instruction and study, and such images may not be used or reproduced by students for any other purpose. Violating these directions is an honor code violation.

## **UB University Recording Statement**

All class 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. Students may be required to turn on their cameras and participate in graded class activities. 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 Cancellation:**

If I must cancel a class, notices will be sent to students via UB email.

## **Academic Integrity:**

We in the legal profession take the Honor Code very seriously. It will be considered a violation of the Honor Code if you use other people's work in answering homework assignments. Using language for your assignments from other students or from any outside sources, including on-line resources, is considered plagiarism, and will result in either a loss of points for your grade or other disciplinary proceedings.

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 the School of Law. Violations of academic integrity include, but are not limited to: cheating; plagiarism; misuse of library materials; use of another's book or study materials without consent; unapproved multiple submissions; material misrepresentation of one's academic history or standing; misrepresentation of any academic matter; intentionally giving another student false or inaccurate information about class requirements; inappropriate discussion of exams; and misrepresenting or falsifying class attendance reports. The School of Law Honor Code and information about the process is available at [https://law.ubalt.edu/academics/policiesandprocedures/honor\\_code/index.cfm](https://law.ubalt.edu/academics/policiesandprocedures/honor_code/index.cfm).

### **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:**

The law school works hard to ensure compliance with the Americans with Disabilities Act (ADA). For detailed information on reasonable accommodations, please [see the student handbook](#)..

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 Erin Brady, the Law School's Director of Student Support, at [ebrady@ubalt.edu](mailto:ebrady@ubalt.edu) or the University's Office of Disability and Access Services at [das@ubalt.edu](mailto:das@ubalt.edu). *Note that classroom accommodation requests should be submitted 2 weeks before the start of the semester (by August 7, 2023). Exam accommodation requests should be submitted no later than 2 weeks after the start of the semester (by September 5, 2023).*

### **General student issues/Mental Health:**

For general student issues, students should contact Dean Paul Manrique ([pmanrique@ubalt.edu](mailto:pmanrique@ubalt.edu); 410-837-5283). For mental health concerns, students can contact Dean Manrique or Tony DuLaney, the University's Clinical Case Manager ([tdulaney@ubalt.edu](mailto:tdulaney@ubalt.edu); 410.837.5159 ). Dean Manrique's office is located in the AL 7th floor Dean's Suite and he welcomes students to walk in. Both Dean Manrique and Mr. Dulaney are also able to schedule phone and zoom appointments.

**Academic Support:**

For questions about academic challenges including preparing for and participating in your classes, reviewing and outlining for exams, and studying for and taking exams, students can contact Prof. Marta Baffy ([mbaffy@ubalt.edu](mailto:mbaffy@ubalt.edu); 410-837-6370.). Prof. Baffy's office is located on the 5th floor in Room AL 513.

**Bar Exam Support/Questions:**

Prof. Neal Kempler ([nkempler@ubalt.edu](mailto:nkempler@ubalt.edu); 410-837-4358). Prof. Kempler is located on the 5th floor in Room 514.

**Writing Center:**

Information about the UB Law Writing Center may be found here:

[http://law.ubalt.edu/academics/academic-support/legal\\_writing\\_center/index.cfm](http://law.ubalt.edu/academics/academic-support/legal_writing_center/index.cfm).

An announcement will be sent to students when the Writing Center is open for business.



#### **Assignment 4            Offers or Preliminary Negotiations**

Read *Leonard v Pepsico*, *Loneragan*, *Fairmont Glass*, and RS §26

a) *Leonard v Pepsico* and RS §26

- i) What does the plaintiff argue the offer is?
- ii) What is the usual rule for advertisements and offers? Why?
- iii) How does that rule apply to this case?

b) Imagine that the facts from *Loneragan* were an exam question:

- i) What three communications MIGHT arguably be offers?
- ii) What does the court conclude about whether each is an offer, and why?
- iii) At the end of the case, the court says, “Another construction was possible.” What is the other possible way the critical language could have been interpreted (other than the way the court did)?

c) In *Fairmont Glass*,

- i) What does the Court think is the most important language in the communications for determining if an offer has been made?

#### **Assignment 5            Intent to Memorialize**

Read *Texaco* and RS §27 and UCC §2-204 (1), (2)

In *Texaco*:

i) This case involves the question of when a contract is created when there is a preliminary agreement, but a later writing is contemplated. The issue is whether the K is formed at the early agreement or only later, when the writing is completed.

What factors does the court utilize to determine whether there is a contract at the time of the preliminary agreement when a later writing is contemplated?

- ii) Try to restate these factors in simpler language.
- iii) When, according to the court, was the contract created?
- iv) What language in the press release did the court find most important?
- v) What facts were most relevant for the court in resolving the final three factors?

#### **Assignment 6            Indefiniteness I**

Read *Academy Chicago Publishers*, *Haines*, and *Wagenseller* and RS §33

- i) What is the difference between the legal and plain English meaning of “indefiniteness”?
- ii) What terms are not clear from the contracts in *Academy Chicago Publishers*, *Haines* and *Wagenseller*?
- iii) How does the Court “fill in the blanks” in *Haines* and *Wagenseller*?
- iv) Why doesn’t the court “fill in the blanks” in *Academy Chicago Publishers*?
- v) Also, in *Wagenseller*: define an “at-will contract.”

**Assignment 7****Indefiniteness II**

Read *Southwest Engineering*, UCC §§2-204(3), 2-305 (1), 2-307, 2-308 (a), 2-309 (1), 2-310 (a), and *Joseph Martin*, *Copeland*, and *Oglebay*

a) In *Southwest Engineering*:

i) How does the U.C.C. approach to “filling in the blanks” differ from the common law?

b) After UCC §§2-204(3), 2-305 (1), 2-307, 2-308 (a), 2-309 (1), 2-310, consider the following hypothetical:

On August 1, 2011, Giant Supermarket and Entenmann’s Bakery, Inc., sign the following agreement: “Entenmann’s Bakery and Giant agree that Entenmann's Bakery will sell Giant 100 boxes of Chocolate Frosted Donuts, and Giant promises to pay for them.” Please answer the following questions and explain your answer:

i) Can Entenmann’s ship 50 boxes of Donuts on August 15 and the other 50 on September 1?

ii) Where and when will Giant be able to take possession of the Donuts?

iii) When and how much must Giant pay?

c) Compare *Joseph Martin*, *Copeland*, and *Oglebay* – Can there ever be an enforceable “agreement to agree”? If so, how? If not, why not?

**Assignment 8****Acceptance I**

Read RS §§35, 41 50, *Owen*, *Long*, RS 30, 32, 51, 53 & 62, and UCC §2-206(1)(a)

a) Define acceptance.

b) After *Owen*:

i) What is the difference between a unilateral and a bilateral contract?

ii) Why wasn’t the arbitration clause enforceable?

c) After *Long*, RS §§32 and 62, and UCC §2-206 (1)(a):

i) How can a “doubtful contract offer” be accepted?

ii) In a “doubtful” situation, what is the legal significance of the beginning of performance?

**Assignment 9****Acceptance II**

Read *Industrial America*, *Trinity Homes*, *Carlill*, RS §§54, 56, 63

a) What does *Industrial America* say about the “motive” to accept?

b) Why should the broker be paid even though the jury found that he had not relied on the offer?

c) *Trinity Homes*:

i) Describe the traditional “mailbox rule” for a 9<sup>th</sup> grader.

ii) Should the “mailbox rule” apply to texts or emails?

d) *Carlill*:

i) Where was the offer and the acceptance?

ii) What is the “rule” on notice of acceptance?

**Assignment 10****Acceptance by Silence**

Read *Day*, *Wilhoite*, *Hobbs* and RS §69 (1)

a) When, if ever, do silence and inaction manifest assent?

b) How does the rule you just gave relate to the objective theory of contracts?

**Assignment 11****Revocation**

Read *Petterson* and *Dickinson*, and RS §§ 42, 43, 46, 48

a) *Petterson*:

i) When can an offer be revoked?

- ii) Where do the majority and dissent differ in *Petterson*?
- b) *Dickinson*:
  - i) Why could the offeror break his promise to keep the offer open in *Dickinson*?
  - ii) What is the difference between direct and indirect revocation (RS §§42 & 43)?

**Assignment 12                      Option Contracts, Rejection, and Counter-Offers**

Read *Beall*, *Humble Oil*, and *Bridge City Family* as well as RS §§ 25, 36, 38, 39, 40, 45, 62, 87; and UCC § 2-205

- a) After reading *Beall* and *Humble Oil*:
  - i) What is an option K?
  - ii) How is it created?
  - iii) Can an option K be terminated earlier than the end of its stated term? If so, how? If not, why not?
- b) *Bridge City Family*
  - i) Find every offer and counteroffer in *Bridge City Family*
  - ii) Which “offer” was accepted?
  - iii) Where did the court find the terms of that offer?
- c) How are rejections (RS 38) and counter-offers (RS 39) similar and different?
- d) RS §§45 & 62: What is the effect of partial performance of a unilateral contract offer [or of a doubtful contract offer] on the ability of the offeror to revoke?
- e) How is §2-205 different from the common law rule?

**Assignment 13                      Common Law Mirror Images and 2-207**

Read *Dorton* and *Diamond Fruit*  
RS §§42 & 43; UCC §2-207 & Comments 1, 4, and 5

- a) From *Dorton*, *Diamond Fruit*, and §2-207
  - i) At common law, what is the effect of an acceptance that is not identical to the offer?
  - ii) What is the common law “last shot” rule (described in *Diamond Fruit*)?
  - iii) To see how the last shot doctrine is changed for UCC cases by §2-207, complete the Worksheet for 2-207 (located after *Diamond Fruit*)
- b) *Dorton*:
  - i) How does the Court decide if there was an “acceptance”?
  - ii) How will the Court decide if the “arbitration” provision is part of the K?
- c) *Diamond Fruit*: How does §2-207(3) lead to the result in *Diamond Fruit*? Is it a “fair” result?

**Assignment 14                      Virtual Contracts**

Read *Hill*, *Kloeck*

- a) The courts in *Hill* and *Kloeck* reach opposing results. What is the basis of each court’s analysis?
- b) Which do you think is stronger and why?

**Assignment 15                      Consideration**

*Davies*, *Hamer*, *Kirksey*, “Williston’s Tramp,” *Lucky Calendar*, *Weed* and RS §§71, 74,79, 81

- a) From *Davies* and *Weed*: Define “consideration,” “legal detriment,” and “bargained for”
- b) Why is there the consideration in *Hamer* and *Lucky Calendar*, but not in *Kirksey* or *Weed*?

[Hint: Look at *Williston's Tramp* and the Restatement sections for clues]

c) Why is the phrase “adequate consideration” redundant?

**Assignment 16**                      **Pre-Existing Duty**

*Fiege, Schwartriech, De Cicco*, and RS § 73

- a) *Fiege*: Why is give up a losing lawsuit “detrimental”?
- b) Define “pre-existing duty” and say why it poses a “consideration” problem.
- c) How is this “problem” solved by the court in *Schwartriech*?
- d) How does the court avoid the “pre-existing duty problem” in *De Cicco*?

**Assignment 17**                      **Common Law Modification, Accord and Satisfaction**

*Angel*, RS §89, *Kibler* and *Segall*

- a) What is the rule for modification announced in *Angel*?
- b) What is meant by “Accord and Satisfaction”?
- c) On what do the majority and dissent disagree in *Kibler*? Whose argument do you think stronger and why?
- d) Why was there no accord and satisfaction in *Segall*?

**Assignment 18**                      **UCC Modification; Duress**

*Roth Steel &*

UCC §§1-102 (3), 1-203, 1-201(19), 2-103(1)(b), 2-209(1), (2)(4)(5)

*Roth Steel and UCC sections*

- i) What is the UCC rule on modification?
- ii) What does “good faith” mean under the UCC?

**Assignment 19**                      **Mutuality of Consideration I**

*Ridge Runner, Wood, Mezzanote*, and RS §§ 75, 77, 79

- a) From *Ridge Runner*: define “illusory promise”.
- b) Why was there an illusory promise in the case?
- b) What is the “rule” for “mutuality of obligation”?
- c) Why is there mutuality of obligation in *Wood* and *Mezzanote*?

**Assignment 20**                      **Mutuality of Consideration II**

Read *Miami Coca Cola, Texas Gas, Ohio Fresh Eggs*, and UCC § 2-306

- a) Why isn't there mutuality of obligation in *Miami Coca Cola*?
- b) *Texas Gas*: Why isn't the promise in *Texas Gas* illusory?
- c) *Ohio Fresh Eggs*
  - i) What is the difference between a “requirements contract,” and an “output contract”?
  - ii) Why aren't they indefinite?

