

# CONTRACTS

FALL 2013

JOHNNY REX BUCKLES

PROFESSOR OF LAW

CLASSROOM: [TO BE ASSIGNED]

TUESDAY: 9:00 – 10:20 A.M.

WEDNESDAY, FRIDAY: 10:30-11:50 A.M.

## I. Purpose of Course.

This course is designed to teach students the law of contracts, including (i) the elements of an enforceable contract; (ii) the interpretation of contract terms; (iii) contract performance and breach of contract; (iv) defenses to breach of contract; (v) remedies for breach of contract.

## II. Topics to Be Discussed in this Course and Corresponding Reading Assignments (Subject to Revision by the Professor).<sup>1</sup>

### *Introduction*

**Assignment 1:** 1-2; *Hawkins* (2); *Bayliner* (4)

**Assignment 2:** 8-9; *UNSI* (9) (omit note 3); 13-14; *Sullivan* (14) (omit note 2); 20-23 (omit note 1)

### *Contract Formation*

#### *A. Consideration and Alternatives to Consideration*

**Assignment 3:** 29-34; *Hamer* (34); *Fiege* (40)

**Assignment 4:** *Feinberg* (46); *Kirksey* (56); 58; *Lake Land* (58); 64-66

**Assignment 5:** 67-69; *Strong* (69) (omit note 3 and problem); 72; *Mattei* (72)

**Assignment 6:** 76; *Eastern Air Lines* (76); *Wood* (84); 86-89

**Assignment 7:** *Ricketts* (89); 93-94; *Feinberg* (94); 95-97 (omit note 4); 105-106; *Cotnam* (106) (omit notes 1, 3, and 4); *Callano* (110); *Pyeatte* (113)

#### *B. Offer, Acceptance, and Termination of Power to Accept*

**Assignment 8:** 116-117; *Lucy* (117); 126; *Owen* (127); *Fairmount Glass Works* (130)

**Assignment 9:** 133-134; *Lefkowitz* (134); 137-139; *Kastorff* (139) (omit note 4)

**Assignment 10:** 147; *International Filter* (147); 156-158 (start with section on Unilateral Contracts); *Allied Steel* (158); 161; *Corinthian Pharmaceutical Systems* (161); 166-167

**Assignment 11:** 167-171; *Dickinson* (171); 176-177 (omit note 2); *Ragosta* (177)

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<sup>1</sup> Unless otherwise indicated in this syllabus or in class, all reading assignments in this schedule are from the required textbook. Students will also be responsible for those selections of the supplement to which class discussions refer. All assignments should be read carefully unless they are expressly designated as suitable for skimming.

**Assignment 12:** 182-193

**Assignment 13:** *Dorton* (193); 198-199; *C. Itoh* (199); 202; *Northrop* (202)

### ***C. Precontractual Liability***

**Assignment 14:** 220-222; *Drennan* (222); 228-230; *Hoffman* (230)

### ***D. Statutes of Fraud***

**Assignment 15:** 257-260; 264-270; 279-280; 284-289

**Assignment 16:** *St. Ansgar* (289); 297-299; 304-305; *Monarco* (305)

### ***E. Policing the Bargaining Process***

**Assignment 17:** 310-312; *Kiefer* (312); 322-325; *Alaska Packers* (325) (omit Problem)

**Assignment 18:** 329-331; *Watkins* (331); 352-353; *Swinton* (353); *Kannavos* (356); *Vokes* (362)

## ***Contract Interpretation***

**Assignment 19:** 365-368; *Gianni* (368); *Masterson* (371); *Bollinger* (377); 379-381

**Assignment 20:** 381-382; *Pacific Gas* (382); *Greenfield* (386); *Trident* (392); 395-401

**Assignment 21:** *Frigaliment* (401); *Hurst* (407); 410; *Nanakuli Paving* (411)

**Assignment 22:** *Columbia Nitrogen* (419); 421-422; *Raffles* (422); *Oswald* (424); *Colfax* (426)

**Assignment 23:** 430-434; *Koken* (434); 437; *Lewis* (437); 441; *S. Carolina Electric* (441) (omit Problem)

**Assignment 24:** 445; *Henningsen* (445); 450-452

## ***Limits on the Bargain and Its Performance***

**Assignment 25:** 453-454; *McKinnon* (455); 465-467; 473-475; *Graham* (475); 477-479

**Assignment 26:** 494-497; *Walker-Thomas Furniture* (497); 503; *Jones* (503); *Eastern Air Lines* (526) (omit notes 3 & 4)

## ***Remedies***

### ***A. Specific Performance***

**Assignment 27:** 583-584; *Wentz* (584); *Morris* (593); *Klein* (588); 594-596; *Laclede* (596)

### ***B. Measuring Expectation***

**Assignment 28:** *Walgreen* (602); 604-609; *Vitex* (609); *Laredo Hides* (613)

**Assignment 29:** *Diasonics* (619); 625-626; *Blair* (626)

### ***C. Limitations on Damages***

**Assignment 30:** 629-630; *Luten Bridge* (630); 632-633; 637-638; *Parker* (638); 644; *Kent* (645)

**Assignment 31:** 656-657; *Hadley* (657); *Delchi* (661); 672-674; *Fera* (674)

**Assignment 32:** 679-680; *Wasserman* (680)

### ***Performance***

**Assignment 33:** 691-692; *Luttinger* (692); 700-701; *Peacock* (701); *Gibson* (704)

**Assignment 34:** 716-717; 718-719; 721-724; *Jacob & Young* (724) (omit Problems 2 & 3)

**Assignment 35:** 731-733 (omit note 1); UCC §§ 2-601, 2-508, 2-608, 2-612; *Gill* (733) (omit note 3)

**Assignment 36:** 745-748; *Walker* (748) (omit Note 5); 794-795; Note 3 on 798; UCC §2-609

### ***Defenses to Breach***

#### ***A. Mutual Mistake***

**Assignment 37:** 807-808; *Renner* (811); 815-817 (not including The Risks of Limited Knowledge)

#### ***B. Impracticability and Frustration***

**Assignment 38:** *Transatlantic Financing Corp.* (830); *Krell* (854)

### **III. Required Materials.**

**A. Textbook:** Farnsworth, Young, Sanger, Cohen and Brooks, *Contracts: Cases and Materials* (7th ed. 2008).

**B. Supplement:** Farnsworth, Young, Sanger, Cohen, Brooks and Garvin, *Selections for Contracts*.

In addition to these required materials, students may receive photocopied materials or links to electronic sources to supplement or replace material appearing in the textbook. Students are responsible for reading such materials as assigned.

### **IV. Reading Assignments.**

Students must read the assigned portions of the required textbook in accordance with this syllabus. Each reading assignment must be completed by the date corresponding to the assignment in this syllabus.

### **V. Class Participation.**

Students must participate sufficiently and professionally in class (as determined by the professor) in order to pass this course. Within the scope of the foregoing, each student should be prepared to respond to questions every other day of class.

The professionalism expected of students includes (1) **showing respect** for every class member at all times; (2) **diligently preparing in advance** for every class unless you notify me in advance of why you justifiably cannot prepare adequately; and (3) **seriously striving** to learn the material as it is presented in class, even if that requires you to schedule office visits with the professor and/or participate in a study group.

**VI. Evaluation.**

Assuming sufficient class participation and professional conduct, a student's grade will be based upon the student's performance on the final exam.

**VII. Office Hours.**

Unless otherwise announced periodically in class, office hours will Tuesday, 10:30 – 11:30 a.m., and Wednesday, 12:45 - 2:00 p.m. (Room 218, TUII), and other times by appointment. The professor will follow a literal "open door" policy when a student is in his office.

**VIII. Student Handbook and Compliance with Honor Code.**

Each student is responsible for complying with the requirements governing students in the University of Houston Law Center's student handbook. With respect to the attendance policy, each student must record his or her class attendance and report to the professor concerning the same.