

Professor Edward C. Harris
Chicago-Kent College of Law
Course Syllabus – Business Contracts
Spring 2009 – Bangkok March 9 – 20, 2009

Business Contracts

Welcome to the Business Contracts course! Below you will find some important basic rules for the course and other information which is followed by a detailed outline of the material we will cover in the course with clear indications as to the particular portions of the subject matter that will be covered in each of our ten three-hour sessions.

Contact Information: The best way to contact me while I am in Bangkok is to see me before or after class. If you need to reach me at a time other than class time, my e-mail address is eharris@kentlaw.edu. I cannot guarantee that I will always be able to access e-mail here in Bangkok, but I will endeavor to promptly respond to any questions that I do receive. E-mail is also the best way to reach me once the course is over and I return to the law school.

Course Materials: You will be provided with a CD containing all of the cases we will study in this course. In addition, the CD has links to other materials such as tutorials on individual topics published by Law Study Systems (see below) and UCC sections. If you prefer to read on paper rather than on your computer screen, please feel free to print out the materials from the CD.

Web Sites: There is a web site for the course. Go to: www.kentlaw.edu, select “Students,” select “Academic Info,” select “Classes with on-line materials,” select “Edward C. Harris” select “Contracts.” The URL for the website is: http://www.kentlaw.edu/faculty/eharris/classes/contracts_bangkok/ this website contains exactly the same materials as are stored on the CD except that the Law Study Systems tutorials are merely linked to the CD and available for actual viewing only at their website which is <http://courses.lawstudysystems.com/>.

As noted above, in addition to reading the cases and studying UCC provisions on the CD, you are also required to view and complete web-based tutorials for this course available at <http://courses.lawstudysystems.com>. There are links to the tutorials from the class website and the CD. These are extremely helpful short exercises that will help you gain a better understanding of the concepts taught in the course. You, of course, will need Internet access to complete the tutorials and you will need to register for the site, but the Contracts material is free to Bangkok program students. (On the Law Study Systems site, you will also find a wealth of tutorials and other materials on most of the basic American law school courses and subjects tested on bar exams. While the study materials, aside from the contracts materials, are not free, they are relatively inexpensive and may be very useful to any student undertaking further study in American law.)

Class Preparation: You are expected to complete all readings and tutorials and related materials before coming to the class on the topic for which they are assigned. You will be expected to participate in discussions about the materials and perhaps answer questions about what you have read (see participation policy below).

Quiz: There will be a short quiz consisting of a few questions when we are about half way through the course. You will be expected to complete it in 30 minutes and it will be open book.

Final examination: The final exam for this course will be administered on the morning of Sunday, March 22 at a time to be announced. The exam will be open book and consist of one or two larger essay questions and several short answer questions. You will have 2½ hours to complete the exam.

Attendance policy: Pursuant to Chicago-Kent's policy, I am required to issue a failing grade for the course to any student who is absent more than two times during this course. However, given the very short duration of this course and the amount of material covered in each class session, you are strongly advised not to miss any of the ten classes. Each class will build on the material discussed in the previous classes; you will therefore be very quickly behind in your work and understanding of the material if you miss even one class. If you do need to miss class for an unavoidable reason, it is your responsibility, and yours alone, to get notes and/or other materials from a classmate and to generally catch up to the rest of the class.

Timeliness: You must arrive at class on time, and be prepared to begin instruction at the time set for the class. Arriving more than just a few minutes late may count as an unexcused absence.

Participation policy: Law students in the American law school classroom are generally expected to actively participate in discussions on the topics. Participation may come in several forms including: responding to the professor's specific questions; making relevant observations and comments; and asking questions about material that you do not understand. This does not mean that I am obligated to allow students to speak whenever or about whatever they want. It does mean that you should be prepared to answer questions about the topics and related cases and other sources that are on the schedule for that day's class. Failure to be prepared may affect your grade in the course adversely.

Course grade: Your grade in the course will be based on the following items in the following percentages: 80% final exam; 5% quiz; 15% class participation.

March 09, 2009 - Class One

Discussion Topics:

Introduction to Contracts

Offer and Acceptance: Definitions of Offer and Acceptance; Manner of Acceptance

Readings:

(Definitions of Offer and Acceptance) *Loneragan v. Scolnick*

(Manner of Acceptance) *Davis v. Jacoby*

Tutorials:

(Definitions) Offer and Acceptance 1

(Definitions) Offer and Acceptance 2

(Manner) Offer and Acceptance 3

March 10, 2009 – Class Two

Discussion Topics:

Offer and Acceptance: Duration of Offers: Termination and Revocation; Irrevocable Offers; The Mailbox Rule; The Mirror-Image Rule; UCC 2-207

Readings:

(Duration of Offers) *Akers v. Sedberry*;

(Irrevocable Offers) *Petterson v. Pattberg*; *Drennan v. Star Paving Co*

(The Mailbox Rule) *Lewis v. Browning*

(The Mirror-Image Rule) *Ardente v. Horan*; *Poel v. Brunswick-Balke-Collender*

(UCC 2-207) Read UCC Section 2-207; *Dorton v. Collins & Aikman Corp*

Tutorials

(Duration of Offers) Offer and Acceptance 4

(Irrevocable Offers) Offer and Acceptance 5

(The Mailbox Rule) Offer and Acceptance 6

(The Mirror-Image Rule) Offer and Acceptance 7

(UCC 2-207) Offer and Acceptance 8

March 11, 2009 – Class Three

Discussion Topics:

Offer and Acceptance - Silence As Acceptance; Standard Form Contracting

Consideration - Basics of the Bargain Theory; Nominal Consideration;

Readings:

(Silence As Acceptance) *Cole-McIntyre-Norfleet v. Holloway*

(Standard Form Contracting) *ProCD v. Zeidenberg*; *Klocek v. Gateway*; *Specht v. Netscape Communications Corp.*

(Bargain Theory) Dougherty v. Salt
(Nominal Consideration) Schnell v. Nell; Linder v. Mid-Continent

Tutorials:

(Silence As Acceptance) Offer and Acceptance 9
(Consideration) Consideration 1; Consideration 2

March 12, 2009 – Class Four

Discussion Topics:

Consideration – Illusory Promises; The Implied Promise Solution; The Preexisting Duty Rule; Promissory Estoppel

Readings:

(Illusory Promises) Wickham v. Burton Coal;
(Implied Promises) Wood v. Lucy, Lady Duff-Gordon; Laclede Gas Co. v. Amoco
(Preexisting Duty) Gray v. Martino; DeCicco v. Schweizer; Lingenfelder v. Wainwright;
Angel v. Murray
(Promissory Estoppel) Central London Property Trust v. High Trees House

Tutorials:

(Implied Promises) Consideration 3
(Preexisting Duty Rule) Consideration 4
(Promissory Estoppel) Consideration 6

March 13, 2009 – Class Five

Discussion Topics:

Interpretation – The Objective Intent Test; Other Approaches to Ambiguity; You will also take the mid-term quiz during this class.

Readings:

(Objective Intent Test) Embry v. Hargardine-McKittrick
(Other Approaches to Ambiguity) Berwick and Smith v. Salem

Tutorials:

Interpretation 1
Interpretation 2
Interpretation 5
Interpretation 6

March 16, 2009 – Class Six

Discussion Topics:

Remedies – The Expectation Measure; Duty to Mitigate; Foreseeability; Proving Damages.

Readings:

(The Expectation Measure) Hawkins v. McGee
(Duty to Mitigate) Rockingham City v. Luten Bridge
(Foreseeability) Hadley v. Baxendale
(Proving Damages) Rambola v. Cosindas

Tutorials:

(The Expectation Measure) Remedies 1
(Duty to Mitigate) Remedies 2; Remedies 3
(Foreseeability) Remedies 4; Remedies 5
(Proving Damages) Remedies 6

March 17, 2009 – Class Seven

Discussion Topics:

Remedies – Reliance Damages; Buyer's Remedies under UCC; Seller's Remedies under UCC; Liquidated Damages; Specific Performance; Restitution and Rescission

Readings:

(Reliance Damages) Security Stove & Mfg. Co. v. American Ry. Express Co.
(Liquidated Damages) Truck Rent-A-Center, Inc. v. Puritan Farms 2nd, Inc.; Lake River Corp. v. Carborundum
(Specific Performance) Laclede Gas Co. v. Amoco Oil Co.; selected sections of UN Convention on the International Sale of Goods ("CISG")
(Restitution and Rescission) Osteen v. Johnson

Tutorials:

(Reliance Damages) Remedies 7
(Buyer's UCC Remedies) Remedies 19; Remedies 20
(Seller's UCC Remedies) Remedies 21; Remedies 22
(Liquidated Damages) Remedies 8; Remedies 9
(Specific Performance) Remedies 13
(Restitution and Rescission) Remedies 14; Remedies 15; Remedies 16; Remedies 18

March 18, 2009 – Class Eight

Discussion Topics:

Finish Remaining Remedies Topics

Excuse of Performance – Cure; Uncertainty; Impracticability; Frustration.

Readings:

(Cure) Walker & Co. v. Harrison; UCC Sections 2-601, 2-508, 2-612
(Uncertainly) Hathaway v. Sabin; UCC Section 2-609
(Impracticability) Taylor v. Caldwell; Transatlantic Financing Corp. v. United States
(Frustration) Krell v. Henry

Tutorials:

(Cure) – Excuse 2
(Uncertainly) – Excuse 4
(Impracticability) Excuse 5
(Frustration) Excuse 6

March 19, 2009 – Class Nine**Discussion Topics:**

Excuse of Performance - Mutual Mistake; Unilateral Mistake; Unconscionability
Written Contracts – Statute of Frauds; Parol Evidence: The Basic Rule.

Readings:

(Mutual Mistake) Griffith v. Brymer; Sherwood v. Walker; Wood v. Boynton; Raffles v. Wichelhaus
(Unilateral Mistake) Elsinore Union Elem. Sch. Dist. v. Kastorff
(Unconscionability) Henningsen v. Bloomfield Motors, Inc.; UCC Section 2-302
(Statute Of Frauds) Notes on Statute of Frauds
(Parol Evidence: The Basic Rule) Mitchill v. Lath; UCC Section 2-202

Tutorials:

(Mutual Mistake) Excuse 7: The Basic Mistake Doctrine
(Unilateral Mistake) Excuse 9
(Unconscionability) Excuse 11
(Statute Of Frauds) – Notes on Statute of Frauds
(Parol Evidence: The Basic Rule) Parol Evidence 1

March 20, 2009 – Class Ten**Discussion Topics:**

Written Contracts - Parol Evidence: Complete Integration and Scope; Parol Evidence: Entire Agreement Clauses and Contradictions; Parol Evidence: Course of Dealings, Course of Performance, Trade Usage; Parol Evidence: Using “Side” Agreements to Interpret Written Agreements

Discussion on Exam**Readings:**

(Parol Evidence: Complete Integration) Lee v. Seagram and Sons, Inc.
(Parol Evidence: “Side” Agreements) Hicks v. Bush; Dannan Realty Corp. v. Harris

Tutorials:

(Parol Evidence: Complete Integration) Parol Evidence 2; Parol Evidence 3

(Parol Evidence: Entire Agreement Clauses) Parol Evidence 4

(Parol Evidence: Course of Dealing, Performance, and Trade Usage) Parol Evidence 5

(Parol Evidence: "Side" Agreements) Parol Evidence 6