CONTRACTS Spring 2018

Law 5000, 4 credits

PROFESSOR HARRISON

CONTACT INFORMATION

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Office Hours: Monday – Thursday 3-4 PM.

 Introduction

Your book for this course is Contracts by Farnsworth, Young and Sager, 8th edition. There is also a paperback supplement that you should have. It is J.E. Byrne, Contracts Texts. 5th edition. In addition, throughout the semester I will distribute problems. The topics and their sequence are listed below. You should not rely on the time periods. We are likely to go slower and, thus, the last week is left open. These assignments are found in the casebook. Here are some basic guidelines for the operation of the class. It is important to read them because *I want there to be no question in your mind about our objectives and the approach I will take.*

Objectives

 The primary purposes of this course are to develop your legal reasoning and critical thinking skills and to introduce you to contract law. It is important that you understand that critical thinking will often leave you perplexed and without clear answers. The goal is not to arrive at "the answer" but to learn about different perspectives on what the answer may be.  If you are to effectively represent a client you must know every possible perspective, not just the one that favors your side and certainly not only the rule.

In this regard it may be of interest to you that a recent survey of law school graduates asked what the most important thing they learned in law school was. The answer: Legal reasoning.

Obviously, it is important that you understand contract law. This does not mean memorizing it. The exam will be open book and open note. The class is not a guessing game on what the rules of contract law are. When asked I will tell you the rules of contract law to the extent possible. Or if you want a good summery of contract law rules, just about any commercial outline will give you the basics.

This means there will be no opening statements in class or closing statements on the “take away” point of the day. There will be no power point that you can copy. All of those would keep you from concentrating on our goal which is to think, critique, and analyze. What you are to take away is the experience of engaging in the analysis

Attendance: I take role and you are expected to come every day. You may, however, miss up to 8 classes without consequence other than the impact those absences may have on your exam performance. This is the equivalent of two weeks. If you miss more than two weeks, I cannot report to the Law School that you have successfully completed the course.

Schedule

 Please pay close attention to the schedule below.

Participation

 You are expected to be prepared to discuss the assigned materials every day. If you are not prepared and I call on you, please say "Unprepared" so you will not waste the time of your classmates. You may exercise this option up to three times. If you are unprepared a fourth time, I will not call on you again and your grade will be lowered by one grade.

Questions

Questions are welcome at any time.  Sometimes I will answer them and sometimes not. When I do not, do not take it personally. It is because I believe the better way for you to grasp the concept is to discover it through your own reasoning and reading. My preference is that you ask them during class if there is time rather than after class. This is because the questions are often very useful for the entire class. If at any time you are unsure about why we are discussing a particular topic, you should ask.

The exam

Your grade will be based on a three-hour essay exam. This is because I want to read your reasoning – something a multiple choice exam does not allow

The exam will assume you know or have access to the rules of contract law. In other words, if the test were about contract law rules, you would all get every question right. The key is to apply the rules and explain your reasoning.

After the exams are graded and a grade recorded, professors are permitted to see the names of the students. At that time, if you have been a stellar class participant *and* are on the borderline between one grade and another, I will raise your grade.

I am required to submit grades that average to a 3.15. The law school grading policy is available at: <http://www.law.ufl.edu/student-affairs/current-students/academic-policies#9>. The actual scale and numerical equivalents is as follows.

Letter Grade—Point Equivalent

A (Excellent) 4.0

A -3.67

B +3.33

B 3.0

B -2.67

C +2.33

C (Satisfactory) 2.0

C -1.67

D +1.33

D (Poor) 1.0

D -0.67

E (Failure) 0.0

What you should expect

Class is a mixture of questions and answers and short lectures. I will ask you questions and by answering them you will learn to think and analyze the law, how it can be applied to different fact patterns, and how to form effective counter-arguments. To get the most out of the class you must follow the discussion even when you are not directly involved. Sometimes the process will be hard, sometimes easy, but it is essential that you learn to tolerate ambiguity and to reason through complex matters. It is possible that you can do well in law school without learning these skills and even pass the bar. Without these skills, however, you will not be a successful lawyer.

The exam will stress these same skills.

Nearly every week problems will be distributed that are based on the material covered so far. You should study them before we go over them in class.

Learning Outcomes

By the end of the semester students should:

1. Be able to analyze complex fact patterns.

2. Be able to spot contract law issues.

3. Have a comprehensive understanding of the common law of contracts.

4. Be comfortable using Article 2 of the Uniform Commercial Code.

Accommodations for Students with Disabilities

   Students requesting accommodations must first register with Student Affairs (Dean Rachel Inman) by providing appropriate documentation.

Professor Evaluations

 Students are expected to provide feedback on the quality of instruction in his course by completing online evaluations at <https://evaluations.ufl.edu>. Evaluations are typically open during the last two or three weeks of the semester, but students will be given specific times when they are open. Summary results of these assessments are available to students at https://evlauations.ufl.edu/results/.

Disclaimer

 This syllabus represents my current plans and objectives.  As we go through the semester, those plans may need to change to enhance the class learning opportunity.  Such changes, communicated clearly, are not unusual and should be expected.

Other Important Matters

-Academic honesty and integrity are fundamental values of the University community. Students should be sure that they understand the UF Student Honor Code at <http://www.dso.ufl.edu/students.php>.

-It is anticipated that you will spend approximately 2 hours out of class reading and/or preparing for in class assignments for every 1 hour in class.

**Assignments**

# 1. Week of January 8

Assignment: Read Syllabus

Introductory comments: Harrison

Sample Problem

Topic: A. Why Enforce

pp. 8-23

2. Week of January 16

Topic: B. Consideration

34-38, 43-46

48-51, 52-57

62-67

# 3. Week of January 22

C. What is a Promise

73-79, 80-85

86-88,

D. Reliance

92-105, 106-111

E. Resitution

114-119

# 4. Week of January 29

Topic: Formation

A. Intent

126-129,131-135

**B. The Offer**

140-147

148-149,

**C. The Acceptance**

156-161 162-165

**5. Week of February 5**

167-169, 170-176

**D. Terminating the Power of Acceptance**

Lecture

181-183, bottom 184-192

# 6. Week of February 12

E. Mirror Image and 2-207

199-212,

219-220, 227-233

1:30 PM - 2:40 PM

**7. Week of February 19**

**Topic: Policing the Bargain**

**A. Capacity**

342-346, 349-351, 354-356

**B. Overreaching**

356-361, 365-368

**C.Duress**

374-379, 380-385

**D. Misrepresentation**

387-389, 391-394, 400-402

**8. Week of February 26**

**Topic: Determining the Parties Obligations**

**A. Parol Evidence Rule**

407-415

**B. Extrinsic Evidence**

421-429, 430-433

**C. Extrinsic Evidence in Commercial Context**

440-444

**D. Limits of Interpretation**

459-460, 463-467

**E. Gap Fillers**

470-473, 474-477

**9 Week of March 12**

**Topic: Limits on Bargain and Performance**

**A. Unfairness**

490-493, 494-495

**B.Form Contracts**

503-507, 525-529,

**C.Good Faith**

564-572

**D. Public Policy**

577-579, 589-592

10 Week of March 19

 Topic: Remedies

A. Specific Performance

618-620, 636-638

B. Expectancy

643-649

652-656, 661-662, 666-673

# 11. Week of March 26

C. Limitations

675-676, 683-687

688-690, 705-708, 712-716

12. Week of April 2

Topic: Performance and Breach

A. Conditions

726-727, 735-737, Bottom 749-754,

B. Mitigating Doctrines

757-759, 769-775,

1:30 PM - 2:40 PM

C. Suspending Performance,

782-785, 786-789, 793-795

D. Prospective NonPerformance

800-804, 805-808, 825-829,

13. Week of April 9

Topic: Basic Assumptions

A. Unilateral Mistake

842-848

B. Mutual Mistake

853-855, 856

C. Impracticability

863-865, 866-868, 871-876

D. Frustration of Purpose

899-900, 902-904, 905-908, 910-914

14. Week of April 16 and 23

No new reading