

LAW 5000 CONTRACTS
UNIVERSITY OF FLORIDA LEVIN COLLEGE OF LAW
SPRING 2025 SYLLABUS – LAW 5000 § 3B CREDITS 4

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Office Hours: My office hours are Tuesdays from 10 AM- Noon. You may sign up for a time slot as listed on my Calendly page: <https://calendly.com/cchatman/office-hours?month=2021-07>. You may email me questions or concerns at carliss.chatman@ufl.edu or call me on my cell at 832.729.5667. I will try to answer emails within 48 hours.

MEETING TIME: Monday/Wednesday 1:15-3:15 PM

LOCATION: HH - 355B

INTRODUCTION

Contracts has so much to offer, and will help you see the world differently, opening your eyes to the legal significance (and, sometimes, beauty) of what previously appeared to be routine and mundane transactions—transactions that take place in your own lives each and every day.

For example, this course will help us answer questions like, “Which promises do (and should) be enforced?” “How are legally enforceable promises (i.e., contracts) made?” and even the seemingly simple but ever elusive “What is a contract?” All of us *think* we know what a contract is when we see one, but, as we shall learn, there are some things that look like contracts but really aren’t, other things that don’t look like contracts, but really are. And, to make matters more interesting, there are other things still that look like contracts, act like contracts, read like contracts, but nevertheless do not operate like contracts at all, perhaps because they are unenforceable (we will examine some of the reasons why this might be so in this course). And—you guessed it—there are other things (like quasi-contract and promissory estoppel) that don’t look like, act, or read like contracts at all, but which operate like contracts nevertheless, perhaps to achieve some underlying goal of justice between the parties. And that’s only the beginning...

In all likelihood, this course will prove to be the most useful (and, I hope, most enjoyable!) course you take in law school. By the end of this course, you will have a good idea of what a contract is (and isn’t), how to (and how not to) make one, and how to get someone to think you’ve made one even though you haven’t, and other sundry tricks. But you should be warned: the road along the way is bumpy at times, and the journey may feel daunting. And there are good reasons for this. Some of the cases we will read will seem difficult because they were decided a long time ago, in places far, far away, about circumstances many of us are no longer familiar with. Sometimes, these cases are difficult because the language is old, and therefore a bit unfamiliar. Other times still, understanding these cases may prove difficult (as understanding any legal case may prove difficult) because the reasoning seems obscure. Nevertheless, these cases are profitably studied because the principles contained in them continue to endure and are therefore the same ones we use to make, break, interpret, and recover from contracts today. Further, these cases are also profitably studied because many parts of contract law (though not all parts) have an internal logic or structure that, once understood, can be applied not only to contracts, but to other substantive areas of the law as well.

But contract law can also be a lot of fun. Some of the cases we will read will be among the most enjoyable (and memorable) cases you will read in law school. Years later, standing around the water cooler, you and another attorney (and it wouldn’t even matter where he or she went to law school!) will refer nostalgically to the Pepsi commercial promising (did they *really* promise?) a Harrier Jet to a gullible

(or opportunistic) consumer, a pregnant cow mistakenly (was it *really* mistakenly?) sold to an unwitting (or clever) buyer, the “Hairy Hand” given to a trusting patient by a (negligent?) doctor, a close-to-intoxicated man who, feeling “high as a Georgia Pine,” jokingly (that’s what he told the court) sold his farm by writing a contract on a restaurant napkin, the little man who felt betrayed and watched his backyard get destroyed by a big mining company, the ambiguity that wreaked havoc in the “Peerless” case, a court’s attempted resolution of the word “Chicken” to settle an international dispute, and the frustrated purpose of a disappointed promisee who rented a room for the sole purpose of watching the (cancelled) coronation of Queen Victoria’s successor, Edward VII—just to name a few.

And contract law is also fascinating. Where else could one discuss what whether promises should be enforced (and which ones), what it *really* means to make a contract, the proper role of justice, freedom, or equality within freely entered transactions, whether judges should (or even can) enforce contracts by sole reference to the written language, or whether they should interpret them by taking into account the broader circumstances surrounding the transaction, and, if so, how? We will also look at cases examining whether (and to what extent) the poor should be treated differently from the rich, the wise from the foolish, or the expert from the novice. These and numerous other fascinating issues await our exploration in our contract law journey.

COURSE DESCRIPTION AND OBJECTIVES:

The Substance of Contract Law

By the end of this course, you will be able to describe and apply the substance of contracts law. Contracts addresses the duties of individuals voluntarily incur upon themselves, typically as part of a bargained for exchange. This course will also introduce you to the role of law in the creation and preservation of wealth through commerce, and the way contracts and regulations can lead to a reduction in overall wealth. The study of contracts addresses basic concepts and some moral criticisms of capitalism as well as business principles that are explored more thoroughly in later courses (such as Corporations and Secured Transactions). Lastly, you will learn the role of government in the regulation of the contractual relationship as well as the role of the lawyer in representation of individuals at odds with each other and at odds with government standards.

Common Law, Statutes, and Regulations

By the end of this course, you will understand how common law, statutes, and regulations interact to define our legal system. In Contracts, you will learn the art and skill of reasoning from precedent written by judges in case law, and of applying the underlying principles to new fact patterns. This will expose you to the fundamental logic of “thinking like a lawyer.” Beyond the common law, you will study the Constitution, statutes, and regulations as they are created and interpreted in the context of Contracts. We will address the relationship between the Constitution and ordinary statutes, statutes and regulations, federal law and state law, legislatures and judges, judges and juries, and the legal structures collectively and individuals.

Skills and Experiential Learning

In this class, through writing exercises, problems, and discussion boards, we will pay serious attention to the skills you need to navigate, participate in, and affect the practical process of law making, judicial decision making, counseling, negotiation, advocacy, and other aspects of professional life in the law. Through the methods employed in this class, you will learn to read cases, analyze statutes, and formulate positions, then communicate those positions orally and in writing.

REQUIRED READING MATERIALS:

Jimenez. *Contract Law: A Case and Problem-Based Approach*. Wolters Kluwer, (2d Ed. 2021). ISBN: 978-1-4538-2175-8 (“Text”). The Appendix of your Text contains all referenced passages of statutes and Restatements. You do not need to purchase a separate statutory supplement. These materials are also available electronically.

Please be sure to register for the Canvas course and have any required materials with you in print or easily accessible electronic form in class. You are responsible for checking your Canvas page and the e-mail connected to the page on a regular basis for any class announcements or adjustments.

COURSE EXPECTATIONS AND GRADING EVALUATION:

Your grade will be based on a final exam. The exam for this course will be a limited open book: you may bring in any materials you have prepared or that you have worked with other students to prepare and the Text. You may not bring commercially prepared outlines. I will adjust final grades to conform with the required mean for all 1L Courses.

CLASS ATTENDANCE AND MAKEUP POLICY:

Attendance in class is required by both the ABA and the Law School. Attendance will be taken at each class meeting. Students are responsible for ensuring that they are not recorded as absent if they come in late. A student who fails to meet the attendance requirement will be dropped from the course. The law school’s policy on attendance can be found [here](#).

ABA OUT-OF-CLASS HOURS REQUIREMENTS: ABA Standard 310 requires that students devote 120 minutes to out-of-class preparation for every “classroom hour” of in-class instruction. Each weekly class is approximately 4 hours in length, requiring at least **8 hours of preparation** outside of class.

TEACHING PHILOSOPHY

We all learn in different ways. Some learn by watching, some learn by listening, some learn by figuring out things themselves, etc. For instance, if each of us purchased a new desk for law school that required assembly, some of us would watch a YouTube video to learn how to assemble it, some would pick up the phone and call a friend, possibly asking them to come over and help us out, and some of us would just shrug and say “screw it” (yes, there are many more where that came from) and have a go, perhaps (or perhaps not) after taking a quick glance at a picture of an assembled desk. Accordingly, I will try to incorporate a variety of teaching methods into this course to accommodate your different learning styles. Because we all have different learning styles, some methods will appeal more to some students than to others, but all have been designed with the aim of keeping the entire class engaged to reach as many students as possible (while making the class as enjoyable as possible). It is my hope that the different methods employed will help develop different skills that will be useful to you not only in learning this material, but in practice as well.

UF LEVIN COLLEGE OF LAW STANDARD SYLLABUS POLICIES:

Other information about UF Levin College of Law policies, including compliance with the UF Honor Code, Grading, Accommodations, Class Recordings, and Course Evaluations can be found at this link: <https://ufl.instructure.com/courses/427635/files/74674656?wrap=1>.

COURSE SCHEDULE OF TOPICS AND ASSIGNMENTS

This syllabus is offered as a guide to the direction of the course. Our pace will depend in part on the level of interest and the level of difficulty of each section and is subject to change.

Date	Class	Topics	Readings	Problems
Mon., Jan. 13	Lesson 1	PREFACE PART I: AN INTRODUCTION TO CONTRACT LAW PART II: A GENERAL OVERVIEW OF THE MAJOR DOCTRINES OF CONTRACT LAW A. Public Policy, Freedom of Contract, and the Limits of Contract Law	1-57 (In re Baby M); Online: The Baby M Contract; Modern Surrogacy Contract	
Wed. Jan. 15	Lesson 2	B. Promises and Agreements	58-81 (Pappas v. Bever, Embry v. Hargadine, McKittrick Dry Goods Co.)	1. Problem: Promising Digital Love (pg. 63)
MLK Day and Cancelled Class Makeup TBD				
Mon. Jan. 27	Lesson 3	C. Enforceability D. Remedies	81-107(Hamer v. Sidway); 108-123 (Hawkins v. McGee.)	2. Problem: Hamer Hypos (pg. 107)
Wed. Jan. 29	Lesson 4	D. Remedies continued E. Interpretation F. Performance and Breach	108-123 (Hawkins); 124-135 (Frigalment Importing Co. v. B.N.S. Int'l Sales Corp.); 135-147 (Jacob & Youngs v. Kent)	
Mon. Feb. 3	Lesson 5	G. Defenses H. Third Parties	147-158(Williams v. Walker-Thomas Furniture Co.); 158-166 (Lawrence v. Fox)	3. Problem: Complete the Opinion (pg. 158)
Wed., Feb. 5	Lesson 6	PART III: AN IN-DEPTH EXAMINATION OF CONTRACT LAW CHAPTER 3: PROMISES AND AGREEMENTS A. Mutual Assent 2. International Perspective: Mutual Assent and the CISG	167-172, 181-197 (MCC-Marble v. Ceramica Nuovo D'Agostino, Nguyen v. Barnes and Noble, Inc.; skip Lucy v. Zehmer)	4. Problem: Fool's Gold (182) 5. Problem: Someone Owes You Money, Just Not Me (181) 6. Problem: Substandard Service Sorrows (197)
Mon., Feb. 10	Lesson 7	B. Making Offers 1. Offers in General	198-209 (Fairmount Glass Works v. Crunden, Lonergan v. Scolnick)	7. Problem: Mineral Seller's Remorse
Wed., Feb. 12	Lesson 8	B. Making Offers 2. Advertisements, Rewards, and Auctions as Offers	210-236 (Lefkowitz v. Great Minneapolis Surplus Store, Inc., Leonard v. Pepsico, Ardente v. Horan)	8. Problem: Collector's Edition (216)

Date	Class	Topics	Readings	Problems
		C. Accepting Offers 1. Acceptance in General 2. The Mirror Image Rule		
Mon. Feb. 17	Lesson 9	C. Accepting Offers 3. The Mailbox Rule 4. Acceptance by Performance: Unilateral Contracts	236-258 (Adams v. Lindsell, Carlill v. Carbolic Smoke Ball Co.)	9. Problem: <i>Loneragan Revisited</i> (241) 10. Problem: Mailbox Rule Hypos (241) 11. Problem: Encyclopedia's Anyone? (242) 12. Problem: Contracting for Beryllium (242)
Wed. Feb. 19	Lesson 10	C. Accepting Offers 4. Acceptance by Performance: Unilateral Contracts 5. Accepting by Silence D. Terminating Offers 1. Termination in General	258-271; 279-293 (Pettersen v. Pattberg, Hobbs v. Massasoit Whip Co. Dickinson v. Dodds)	13. Problem: Expanding a Subway (279) 14. Problem: The Niffi Estate (280) 15. Problem: Doughy Delimma (284) 16. Problem: Watch our Time (292) 17. Problem: I'd like to Retire, Please (293)

Date	Class	Topics	Readings	Problems
Mon. Feb. 24	Lesson 11	CHAPTER 4: ENFORCEABILITY A. Bargain-Based Contracts Consideration and the Bargain Principle	321-323; 327-345 (Whitten v. Greeley-Shaw, McInerney v. Charter Golf, Barfield v. Commerce Bank, NA)	18. Problem: How Much is a 50 Cent Promise Worth
Wed. Feb. 26	Lesson 12	Past and Moral Consideration	368-377; 380-385(Mills v. Wyman, Alaska Packers' Assn v. Domenico); 391-392 (Problem)	19. Problem: One Night's Cost 20. Problem: Supply and Demand (391)
Mon. March 3	Lesson 13	B. Reliance Based Contracts: The Doctrine of Promissory Estoppel Cracks in the Foundation: The Rise of Promissory Estoppel	392-98, 407-10 & 411-13 (shaded areas), 296-303 (James Baird Co. v. Bros. & Drennon); 422-439, 46-50 (Rickets v. Scothorn, Hoffman v. Red Owl Stores, Inc., Cohen v. Cowles Media Co.)	21. Problem: The Battle for MLK's Papers (446-48) 22. Problem: Termination of a Salesman (449) Problem: A Careful Promise (449-50)
Wed. March 5	Lesson 14	C. Benefit Based Contracts 1. Quantum Meruit 2. Quasi –Contracts 3. Past and Moral Consideration	450-468, 475-485 (unjust enrichment excerpt, Britton v. Turner, Cotnam v. Wisdom, Webb v. McGowin)	23. Problem: Protagora's Paradox of the Court (476) 24. Problem: You Don't Choose Your Family (477) 25. Problem: Involuntary Hospitalization (477) 26. Show Some Consideration (485)
Mon. March 10	Lesson 15	Chapter 8: Defenses Deceit and Coercion	945-980 (Swinton v. Whitinsville Savings Bank, Obde v. Schlemeyer, Stambovsky v. Ackley, Vokes v. Arthur Murray, Rubenstein v. Rubenstein, Hackley v. Headley)	27. Problem: A Roach-Infested Home 28. Problem: Must a King Confess a Murder (964)

Date	Class	Topics	Readings	Problems
Wed. March 12	Lesson 16	Duress Undue Influence	970-986, 993-1002 (Rubenstein v. Rubenstein, Hackley v. Headley, Wolf v. Marlton Corp, Odorizzi v. Bloomfield School District)	29. Problem: Washers and Dryers 30. Problem: Undue Influence?
Spring Break				
Mon. March 24	Lesson 17	Mistake Impossibility and Impracticality	917-933(Sherwood v. Walker, Wood v. Boynton), 1023-1053 (Taylor v. Caldwell, Facto v. Pantagis, Hanford, In re Republican Party of Texas)	31. Problem: Selling a Stradivarius Violin (930) 32. Problem: When a Picture is Worth more than a Thousand Words (931) 33. Problem: A Safe Bet?
Wed. March 26	Lesson 18	Frustration of Purpose Statute of Frauds	1053-1058, 1063-1077, (Krell v. Henry, McInerney v. Charter Golf,)	34. Problem: The Printing Machine (1065) 35. Problem: Coal Mining (1065) 36. Problem: a Frustrated Car Dealer (1066)
Mon. March 31	Lesson 19	CHAPTER 5: REMEDIES A. Legal Remedies 1. Expectation Damages	501-527, 531-543 (Neri v. Retail Marine; Tongish v. Thomas; Peevyhouse v. Garland); Review Peevyhouse Contract on Blackboard	37. Problem: I Changed my Mind (521) 38. Problem: A Disappointed Homeowner (543)
Wed. April 2	Lesson 20	Limiting Damages	559-575, 583-597 (Hadley v. Baxendale, Freund v. Washington Square Press, Kenford Co., Drews, Rockingham County v. Luten Bridge Co.)	39. Problem: A Widget from Tibet 40. Problem: The Case of the Stolen Coins 41. Problem: The Case of Pre- Reliance Expenditures
Mon. April 7	Lesson 21	CHAPTER 6: INTERPRETATION Standardized Contracts	669-671 (grey box), 678-696 (Step-Saver),701-703 (grey boxes), 711 (problem)	42. Problem: Problem at the Bank

Date	Class	Topics	Readings	Problems
		Battle of the Forms Interpreting Contract Terms		43. Problem: May the Force be With You
Wed. April 9	Lesson 22	Interpreting Contract Terms Filling in Contract Gaps	727-750, 755-60 (Raffles v. Wichelhaus, Thompson v. Libbey, Pacific Gas, Plain Meaning and Parol Evidence Rule Excerpt), 765-780; (Wood v. Lucy Lady Duff-Gordon, Sun Printing). Review Wood v. Lucy Contract on Blackboard	44. Problem: The Icehouse 45. Problem: No Horsing Around 46. Problem: Buying a Car
Mon. April 14	Lesson 23	Filling in Contract Gaps The Implied Duty of Good Faith CHAPTER 7: PERFORMANCE AND BREACH Conditions in General Excusing Conditions	786-794 (Eastern Air Lines, Inc. v. Gulf Oil Corp.), 813-828, 838-844, (Luttinger v. Rosen, Howard v. Federal Crop Insurance Corp., Clark v. West)	47. Problem: Must the Buyer Buy 48. Problem: Let's Have a Ball
Wed. April 16	Lesson 24	Performance and Breach Material Breach Anticipatory Repudiation	844-863 (Walker & Co. v. Harrison, Shah v. Cover-It, Inc., Hochster v. De La Tour)	49. To Build or not to Build 50. Problem: When Should Damages be Measured
Makeup TBD	Lesson 25	CHAPTER 9: THIRD PARTIES (Watch Video) Third Party Beneficiaries Assignment of Rights and Delegations of Duties Assignment of Rights and Delegations of Duties Assumptions and Novation	1108-1124 (Lawrence, Seaver, Rouse, Macke) 1124-1145 (Sally Beauty Co., Rosenberg)	51. Problem: The Wrecking Ball 52. Standards at Walmart
Mon. April 21	Lesson 26	Review Session		