



I. Course Information

Course: LAW 0612 - Contracts

Semester and Year: Fall 2017

Course Start and End Dates: 08/21/2017 - 12/10/2017

Course CRN and Section: 21933 L03

Building and Room: Shepard Broad Law Center - LECTR1

II. Instructor Information

Name: Kundawala, Ishaq

Email: ik33@nova.edu

Phone: 954-262-6297

Office Hours:

Day	Time	Location
MW	1:00pm - 2:00pm	Faculty Office 224
TR	3:30pm - 4:30pm	Faculty Office 224

Office Hours: Tuesdays and Thursdays from 3:30 p.m. - 4:30 p.m and by appointment.

III. Class Schedule and Location

Day	Date	Time	Location	Building/Room	Type
TR	08/21/2017 - 12/10/2017	1:30 PM - 3:30 PM	Ft Lauderdale/Davie Campus	Shepard Broad Law Center-LECTR1	CLAS
R	11/30/2017 - 11/30/2017		Ft Lauderdale/Davie Campus	Exam-EXAM	EXAM

IV. Course Description

This course provides a comprehensive study of the creation, transfer, and termination of contract rights and duties with a focus on the common law. This is a required first year course.

V. Learning Outcomes

Students completing this instructional offering are expected to:

1. Demonstrate a knowledge of substantive legal doctrine fundamental to this course (e.g., case law, legal concepts, legal principals, regulations and statutes).
2. Identify legal issues and apply legal reasoning and analysis to solve problems in a logical and structured

manner to issues covered in this course.

3. Communicate orally or in writing, or both, the legal reasoning and analysis regarding issues covered in this course.

4. Demonstrate a proficiency in reading critically the materials assigned for this course.

VI. Materials and Resources

Section Required Texts and Material:

Title: CASES AND PROBLEMS ON CONTRACTS (“Casebook”)

Author: Calamari, Perillo & Bender Publisher: Thompson West

Edition: 6th Ed. (2011)

ISBN-13: 978-0-314-20285-7

Title: CONTRACTS, EXAMPLES AND EXPLANATIONS (“E&E”)

Author: Blum Publisher: Aspen

Edition: 6th Ed. 2013

ISBN-13: 978-1454815471

Book Url: [NSU Book Store](#)

VII. Course Requirements

A. Class preparation is required. You must have a written brief for each assigned case, using the format suggested, below, or another format that incorporates all of the relevant information about the case. You should also be able to apply the readings to hypothetical problems presented orally or in writing during class. I strongly encourage you to print your briefs before coming to class; i.e., a computer failure will **not** excuse unpreparedness. You are not required to work through any of the problems in the casebook.

B. Each student will be given an index card the first day of class. Students must complete the card in accordance with the instructions given in class. Students will be called on randomly from these cards and as I choose (sometimes not randomly); participation is a **required** part of this course.

C. You are expected to be on time and attentive in class. Tardiness disrupts the flow of the class. Surfing the internet/facebook/twitter may distract others. It is within my discretion to lower a student’s grade if the student disrupts class by being tardy, talking excessively, sending e-mails, or using his/her laptop to view inappropriate material during class. Repeat violators may be banned from bringing their laptop to class.

D. All of the provisions of NSU Law’s Code of Academic Regulations (available on the law school’s website, hereinafter, the “Academic Code”) apply to this course. Under the Academic Code, **I reserve the right to raise or lower students’ grades to the next available grade based upon class participation.**

E. If I deem a student unprepared on **two or more** occasions (the “two strike rule”), then I will lower that student’s final grade. On the other hand, if I encounter superior performance by a student on more than a few occasions, then I may raise that student’s final grade.

VIII. Course Schedule and Topic Outline

Course Schedule:

This class schedule is subject to modification, but not without prior notification. Please prepare accordingly and keep up with the material. **You are required to read the assigned pages of the Casebook, brief each of the cases, and read the assigned pages of the E&E.**

Class	Unit	Case Names	Pages of reading in the Casebook	Pages of reading in the E&E

Class 1	Introduction into the study of contracts A. Intent to Contract	<ul style="list-style-type: none"> • <i>Lucy v. Zehmer</i> • <i>Balfour v. Balfour</i> • <i>MCC-Marble Ceramic Center, Inc. v. Ceramica Nuova D'Agostino</i> 	1-6; 84	59-66
Class 2	B. Offers 1. Introduction 2. offers distinguished from advertisements 3. Offers distinguished from preliminary negotiations and price quotations	<ul style="list-style-type: none"> • <i>Hawkins v. McGee</i> • <i>Leonard v. Pepsico Inc.</i> • <i>Lonergan v. Scolnick</i> • <i>Fairmount Glass Works v. Grunden-Martin Woodenware</i> 	16-21; 22-29; 32-36	66-74
Class 3	C. The Acceptance 1. Introduction 2. Acceptance by conduct 3. Acceptance by silence	<ul style="list-style-type: none"> • <i>State v. Malm</i> (not in casebook, to be summarized in class – no brief required) • <i>Carbolic Smoke Ball Co. (and subsequent case note)</i> • <i>Wilhoite v. Beck</i> • <i>Hobbs v. Massasiot Whip Co.</i> 	84-90; 96-101	79-83
Class 4	4. Acceptance Varying from Offers and Termination of Revocable Offers 5. When is Acceptance Effective—Revocation and the Mailbox Rule 6. Opt. Contracts	<ul style="list-style-type: none"> • <i>Petterson v. Pattberg</i> • <i>Motel Services, Inc. v. Central Main Power Co.</i> • <i>Cantu v. Central Education Agency</i> • <i>Beall v. Beall</i> 	103-107; 108-112; 119-121; 171-173	75-79; 87-88; 98-102
Class 5	D. Intent to Memorialize E. Indefiniteness of Contract	<ul style="list-style-type: none"> • <i>Texaco, Inc. v. Pennzoil</i> • <i>Haines v. City of New York</i> • <i>Wagenseller v. Scottsdale Memorial Hospital</i> 	6-15; 38-53	326-334

Class 6	F. Consideration and Substitutes for Consideration 1. Introduction to Consideration 2. Pre-Existing Duty Rule and Modification of Contracts	<ul style="list-style-type: none"> • <i>Hamer v. Sidway</i> • <i>Kirksey v. Kirksey</i> • <i>Gottlieb v. Tropicana Hotel & Casino</i> • <i>Schwartzreich v. Bauman-Basch, Inc.</i> • <i>Angel v. Murray</i> 	177-181; 185-188; 194-201	177- 195; 199- 202
Class 7	3. Mutuality of Obligation	<ul style="list-style-type: none"> • <i>Wood v. Lucy, Lady Duff-Gordon</i> • <i>Mezzanotte v. Freeland</i> • <i>Miami Coca-Cola Bottling Co. v. Orange Crush Co.</i> • <i>Texas Gas Utilities Co. v. S.A. Barrett</i> 	214-222	203- 207
Class 8	4. Moral Obligation and the Material Benefit Rule 5. Promissory Estoppel	<ul style="list-style-type: none"> • <i>Harrington v. Taylor</i> • <i>Webb v. McGowin</i> • <i>Feinberg v. Pfeiffer Co.</i> • <i>Salsbury v. Northwestern Bell Telephone Co.</i> • <i>Drennan v. Star Paving Co.</i> 	238-242; 243-247; 252-258	289- 295; 229- 231
Class 9	II. Conditions, Performance and Breach A. Introduction to Conditions B. Express Conditions and Distinguishing a Condition from a Promise	<p>*****</p> <ul style="list-style-type: none"> • <i>Audette v. L'union St. Joseph</i> • <i>Inman v. Clyde Hall Drilling Co.</i> • <i>T.J. Dyer Co. v. Bishop International Engineering Co.</i> • <i>Handout</i> 	380-384; 392-397	211- 213; 565- 584
Class 10	C. Court Constructed Conditions, Substantial Performance and Material Breach	<ul style="list-style-type: none"> • <i>Stewart v. Newbury</i> • <i>Monroe Street Properties, Inc. v. Carpenter</i> • <i>Jacob & Youngs, Inc. v. Kent (both versions)</i> • <i>Walker & Co. v. Harrison</i> • <i>K & G Contr. Co. v. Harris</i> 	406-415; 417-425	617- 619; 620- 630

Class 11	<p>D. Recovery Issues Related to Material Breach</p> <ol style="list-style-type: none"> 1. Less than Substantial Performance 2. Divisibility 3. Wrongful Prevention and Non-Cooperation 	<ul style="list-style-type: none"> • <i>Scavenger, Inc. v. GT Interactive Software, Inc.</i> • <i>Cantrell-Waind & Associates, Inc. v. Guillaume Motorsports, Inc.</i> • <i>Stop & Shop, Inc. v. Ganem</i> 	438; 439-442; 450-453	634-638; 591-597
Class 12	<ol style="list-style-type: none"> 4. Waiver and Election 5. Forfeiture <p>E. Conditions of Satisfaction</p>	<ul style="list-style-type: none"> • <i>Burger King Corp. v. Family Dining, Inc.</i> • <i>Western Hills, Oregon, Ltd. V. Pfau</i> 	471-479; 498-502	591-597
Class 13	<p>F. Determining Performance of the Parties</p> <ol style="list-style-type: none"> 1. Introduction 2. The Parol Evidence Rule 3. Interpretation of Contracts using the Parol Evidence Rule 	<p>* <i>Mitchell v. Lath</i>*<i>Lee v. Joseph E. Seagram & Sons, Inc.</i>*<i>Val-Ford Realty Corp. v. J.Z's Toy World, Inc.</i> *<i>Pacific Gas and Elec. Co. v. G.W. Thomas Drayage & Rigging Co.</i></p>	267-276; 278-279; 280-284	385-400
Class 14	<p>3. Interpretation of Contracts using the Parol Evidence Rule (continued)</p> <p>G. Anticipatory Repudiation and Prospective Inability to Perform</p>	<p>*<i>Trident Center v. Connecticut General Life Insurance Co.</i>*<i>Raffles v. Wichelhaus (and subsequent note)</i>*<i>Hochster v. De La Tour</i>*<i>Cohen v. Kranz</i></p>	400-411; 638-642	

Class 15	<p>III. Enforcement Remedies</p> <p><i>A. Introduction to Remedies</i></p> <p><i>B. Damages</i></p> <p>1. General Principles of Expectancy and Reliance Damages</p> <p>2. Damages in Employment</p>	<p><i>*Protectors Insurance Service, Inc. v. United States Fidelity & Guaranty Company*</i></p> <p><i>*Hadley v. Baxendale*</i></p> <p><i>*Mader v. Stephenson*</i></p> <p><i>*Gruber v. S-M News Co.*</i></p> <p><i>*Parker v. Twentieth Century-Fox Film</i></p>	<p>554-561; 564-566; 581-587</p>	<p>657-668</p>
Class 16	<p>3. Damages in Sales of realty</p> <p>4. Punitive Damages</p> <p>5. Liquidated or Stipulated Damages</p> <p>C. Restitution</p>	<p><i>*Horton v. O'Rourke*</i></p> <p><i>*Patton v. Mid-Continent Systems, Inc.*</i></p> <p><i>*Wassenaar v. Panos*</i></p> <p><i>*Wedner v. Fidelity Security Systems, Inc.*</i></p> <p><i>*Oliver v. Campbell</i></p>	<p>579-580; 604-606; 609-614; 617-622; 625-629</p>	<p>724-25; 713-19; 705-07</p>
Class 17	<p>D. Specific Performance</p> <p>1. Equitable Relief</p> <p>2. Equitable Defenses</p> <p>3. Covenants not to Compete</p>	<p><i>*Centex Homes Corp. v. Boag*</i></p> <p><i>*Laclede Gas Co. v. Amoco Oil Co. (and subsequent note)*</i></p> <p><i>*Karpinsky v. Ingrasci*</i></p> <p><i>*Howard Schultz & Associates v. Broniec</i></p>	<p>635-643; 644-651</p>	<p>707-713; 470-472</p>
Class 18	<p>IV. Avoidance of Contractual Responsibilities.</p> <p>Capacity of Parties</p> <p>B. Duress</p>	<p><i>*Pettit v. Liston*</i></p> <p><i>*Ortelere v. Teachers' Retirement Board*</i></p> <p><i>*Gallon v. Lloyd-Thomas Co.*</i></p> <p><i>*Austin Instrument, Inc. v. Loral Corp</i></p>	<p>302-313; 315-323</p>	<p>497-511; 451-453</p>
Class 19	<p>C. Undue influence</p> <p>D. Misrepresentation</p> <p>E. Mistake</p> <p>F. Illegality</p>	<p>*****</p> <ul style="list-style-type: none"> • <i>Francois v. Francois</i> • <i>Methodist Mission Home of Texas v. N_A_B_</i> • <i>Cousineau v. Walker</i> • <i>Vokes v. Arthur Murray, Inc.</i> • <i>Cochran v. Dellfava</i> 	<p>324-332; 333-343; 785-788</p>	<p>429-430, 454-455, 467-469, 523-537</p>
Class 20	<p>G. Unconscionability</p>	<ul style="list-style-type: none"> • <i>Williams v. Walker Thomas Furniture</i> • <i>In re RealNetworks, Inc., Privacy Litigation</i> 	<p>372-379</p>	<p>455-467</p>

Class 21	H. Impossibility/ Impracticability	<ul style="list-style-type: none"> • <i>Taylor v. Caldwell</i> • <i>CNA International Reinsurance Co., LTD v. Phoenix</i> • <i>Transatlantic Financing Corp. v. United States</i> • <i>Krell v. Henry</i> 	522-527; 530-535; 546-550	521-523; 537-549
Class 22	Statute of Frauds	<ul style="list-style-type: none"> • <i>Crabtree v. Elizabeth Arden Sales Corp.</i> • <i>McIntosh v. Murphy</i> • <i>Lawrence v. Anderson</i> • <i>Shaughnessy v. Eidsmo</i> 	722-726; 727-732; 748-750; 757-761	355-373
Class 23	V. When There is a Third "Person" Involved in the Contract A. Third Party Beneficiaries 1. Intended, Incidental, Creditor and Donee Beneficiaries 2. Defenses and Vesting of the Parties	<ul style="list-style-type: none"> • <i>Lawrence v. Fox</i> • <i>H.R. Moch Co. v. Rensselaer Water Co.</i> • <i>Lucas v. Hamm</i> • <i>Detriot Bank and Trust Co. v. Chicago Flame Hardening Co.</i> 	653-657; 660-662; 666-669; 673-677	753-767
Class 24	B. Assignment and Delegation 1. What is an Assignment? 2. Are the Rights Assignable and Performances Delegable?	<ul style="list-style-type: none"> • <i>Herzog v. Irace</i> • <i>Macke Co. v. Pizza of Gaithersberg, Inc.</i> • <i>In re Kaufman</i> • <i>Seale v. Bates</i> 	680-682; 683-686; 694-699; 699-703	767-778
Class 25	3. Other Problems Relating to Assignment and Delegation 4. Defenses and Counterclaims	<ul style="list-style-type: none"> • <i>Western Oil Sales Corp. v. Bliss & Wetherbee</i> • <i>Associates Loan Co. v. Walker</i> 	703-705; 706-708	778-779
Class 26	VI. Discharge of Contracts A. Novation B. Rescission	<ul style="list-style-type: none"> • <i>First American Commerce Co. v. Washington Mutual Savings Bank</i> 	766-769	No assigned reading in E&E.

IX. Grading Criteria

Final Grade:

Your final grade is determined by your performance on a number of different tasks: **(possible tasks include papers, tests, online discussions, group projects, etc.)**

Comprehensive Final Exam– Closed Book	100%
Interim Assessment (Participation Credit) (Failure will result in a reduction of your final grade.)	Pass/Fail
TOTAL	100%

The comprehensive final examination questions may cover:

- (1) Any material in any of the assignments, even if not discussed in class, and
- (2) Any material that was discussed in class, even if not covered in any reading assignment.

The exam may include essay questions, short answer objective questions, multiple choice questions, or any combination of questions. The exam will be entirely **closed book**.

The final exam is currently scheduled for November 30, 2017.

X. Course Policies

General Policy: Audio or videotaping of the class is not permitted.

Attendance Policy: This course follows the attendance policies detailed in the *Code of Academic Regulations* available at: https://www.law.nova.edu/about/documents/Code_of_Academic_Regulations.pdf.

The maximum number of absences allowed before a student receives an F for excessive absences in this course is 6.

Credit Hour Requirements: Out-of-Classroom Expectations: Students are expected to read all assigned materials and be prepared for all classes. As set forth in ABA Standard 310, students should spend a minimum of two hours of out-of-class preparation for every in-class hour in accordance with the *Code of Academic Regulations* available at:

https://www.law.nova.edu/about/documents/Code_of_Academic_Regulations.pdf

In this 4-credit instructional offering, there are 3,000 required in-classroom minutes of direct faculty supervised instruction. You are required to spend at least 7,200 out-of-classroom minutes on class preparation for a total of at least 10,200 minutes on this course.

XI. College Policies

Students should visit <http://www.nova.edu/academic-affairs/nsu-syllabus-policy.html> to access additional required college-wide policies and

https://www.law.nova.edu/about/documents/Code_of_Academic_Regulations.pdf for policies specific to the College of Law. It is your responsibility to access and carefully read these policies to ensure you are fully informed. As a student in this class, you are obligated to follow these policies in addition to the policies established by your instructor.

The following policies are described on these websites:

- Academic misconduct
- Last day to withdraw
- Email policy
- Student course evaluations
- Student responsibility to register
- Student responsibility for course prerequisites
- Class Preparation

- Graduation Requirements, etc.

Additional Academic Resources: Nova Southeastern University offers a variety of resources that may aid in student success. Among these resources is:

Accommodations for students with documented disabilities. For more information about ADA policy, services, and procedures, students may call the Office of Student Disability Services at 954-262-7189 or visit <http://www.nova.edu/disabilityservices>.