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**MASSACHUSETTS SCHOOL OF LAW at ANDOVER**

**SYLLABUS for Contracts – Spring 2020**

**Professor Diane M. Sullivan & Professor Amy Dimitriadis**

**Instructor:** Professor Sullivan - Email:dianes@mslaw.edu
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**Text**: 1. Studies in Contract Law, Ayres, Klass **(9th Edition)**;

 ISBN 978-1-6346-0325-6

**Class Times:** Monday, Wednesday 9:00 a.m. – 10.15 a.m., Fridays 1:00 – 2:15 p.m.

Monday, Wednesday 7:30 p.m. – 8:50 p.m.,Fridays 6:00 – 7:20 p.m.

**Purpose** The purpose of this course is to introduce students to core ideas about

**& Course** the law. Accordingly, my basic goals include:

**Description:** 1. Providing a forum for case analysis and synthesis in the common law tradition.

2. Also, I attempt to instill in students a desire to perform their professional studies and duties with pride. I attempt to ensure students develop good reading skills and develop habits and perspective that will remain throughout their lives.

**Grading & Mid-Term**: Worth 15 points – 90 minutes

**Criteria**: **Quizzes**: Worth 5 points

**Final**: Worth 70 points – 180 minutes

**Interdisciplinary Project**: Worth 10 points

**ASSIGNMENTS DUE FOR EACH CLASS**

 **Topics** **Page Numbers**

**Class 1** The Consideration Requirement: Bargained For 67-87

01/22 and Given In Exchange

**Cases Due**: Kirksey v. Kirksey, Hamer v. Sidway, Langer v. Superior Steel Corp., Pennsy Supply, Inc. v. American Ash Recycling Corp.

**Class 2** Intent to Contract; Moral Obligation 88-117

01/24

**Cases Due**: In re Greene, Cohen v. Cowles, First Hawaiian Bank v. Zuckerkorn; Mills v. Wyman, Webb v. McGowin

**Class 3** Mixed Motives and Adequacy of Consideration 118-130

1/27

**Cases Due**: Thomas v. Thomas, Browning v. Johnson, Apfel v. Prudential-

 Bache Securities, Inc.

**Class 4** Pre-existing Duty Rule, Discretion, Mutuality 131-162

1/29

**Cases Due**: Levine v. Blumenthal, Alaska Packers’ Assoc. v. Domenico,

Angel v. Murray, Rehm-Zeiher Co. v. F.G.Walker Co., McMichael v. Price, Wood V. Lucy, Lady Duff-Gordon, Onmi Group, Inc. v. Seattle-First National Bank

**Class 5** Promissory Estoppel 163-185

01/31

**Cases Due**: Ricketts V. Scothorn, Langer v. Superior Steel Corp.,

Allegheny College v. National Chautauqua County Bank of Jamestown,

Congregation Kadimah Toras-Moshe v. Robert A. DeLeo

**Class 6** The Agreement Process: Manifestation of Mutual 187-208

02/03 Assent; Ascertaining Assent: The “Objective” Test”;

Implied-In-Fact Agreement

 Assignment: Feedback Paper

**Cases Due**: Embry v. Hargadine, Lucy v.Zehmer, Raffles v. Wichelhaus;

Wrench, LLC v. Taco Bell Corp.

**Class 7** The Agreement Process: Offer and Acceptance 209-247

02/05

**Cases Due**: Lonergan v. Scholnick, J.W. Southworth v. Oliver,

Lefkowitz v. Minnneapolis Surplus Store, Leonard v. Pepsico, Inc., La Salle National Bank v. Mel Vega, Hendricks v. Behee, Carlill v. Carbolic Smoke Ball Co.

**Class 8 Quiz 1 and Quiz 2 – Review and Questions**

02/07 **(NO make ups without medical documentation)**

**Class 9** Modes of Acceptance 247-255

02/10

**Cases Due**: Corinthian Phamaceutical Systems, Inc. v. Lederle Laboratories, Industrial America, Inc. v. Fulton Industries, Inc.

Acceptance By Performance, Acceptance By Conduct 256-282

 or Silence

**Cases Due**: Glover v. Jewish War Veterans of United States,

Ever-Tite Roofing Corp. v. G.T Green, Russell v. Texas Co.,

R.L. Ammons v.Wilson & Co., Schreiber v. Mills, Beneficial National Bank, U.S.A. v. Obie Payton

**Class 10** Termination of Offers; Timing Issues; Counteroffers 282-326

02/12 (§2-207)

**Cases Due**: Dickinson v. Dodds, Humble Oil & Refining Co. v. Westside Investment Corp., Marchiondo v. Scheck, Baird v. Gimbel Brothers, Inc., Drennan v. Star Paving Co., Adams v. Lindsell, Minneapolis & St. Louis Railway Co. v. Columbus Rolling-Mill Co.

**Class 11** Special Problems in the Agreement Process §2-207 326-340

02/14

**Cases Due**: DTE Energy Technologies, Inc. v. Briggs Electric, Inc., Textile Unlimited, Inc. v. A..BMH and Company, Inc.

**Class 12** Shrinkwrap and Browsewrap 341-365

02/17

**Cases Due**: Hill v. Gateway 2000, Klocek v. Gateway, Specht v. Netscape Communications Corp., Cairo, Inc. Crossmedia Services, Inc.

**Class 13** Indefinite Agreements and Gaps 365-388

02/19

**Cases Due**: Varney v. Ditmars, Oglebay Norton Company v. Armco, Inc., Blinn v. Beatrice Community Hospital and Health Center, Inc.

**Class 14 Quiz 3 and Quiz 4 – 2-207 Problems and Review**

02/21 **(NO make ups without medical documentation)**

**Class 15** Precontractual Liability; Accord and Satisfaction 388-424

02/24

**Cases Due**: Metro-Goldwyn-Mayer, Inc. v. Scheider, Joseph Martin, Jr., Delicatessen, Inc. v. Shumacher, Hoffman v. Red Owl Stores, Inc.

Empro Manufacturing Co., Inc. v. Ball-Co Manufacturing, Inc.,

Dixon v. Wells Fargo Bank, N.A., Douthwright v. Northeast Corridor Foundation

Recovery Without Agreement: Unjust Enrichment 424-430

**Cases Due:** Bailey v. West, Kossian v. American National Insurance Co.

**Class 16** Formation Defenses, The Statute of Frauds 431-466

2/26

**Cases Due**: Professional Bull Riders, Inc. v. AutoZone, Inc., Crabtree v. Elizabeth Arden Sales Corp., Sullivan v. Porter, DF Activities Corp. v. Brown

Capacity: Infancy, Mental Incompetence and Intoxication 467-484

**Cases Due**: Bowling v. Sperry, Heights Realty, Ltd. v. E.A. Phillips,

Ervin v. Hosanna Ministry, Inc.

**Class 17** **Midterm Review**

02/28

**Class 18** **\*MID-TERM\***

03/02

**Class 19** Mistake 484-516

03/04

**Cases Due**: Boise Junior College District v. Mattefs Construction Co.,

Beachcomber Coins, Inc. v. Ron Boskett, Sherwood, v. Walker, Lenawee County Board of Health v. Messerly, OneBeacon America Insurance Co. v. Travelers Indemnity Co. of Illinois, Ayer v. Western Union Telegraph Co.

**Class 20** Misrepresentation and nondisclosure, Duress and 517**-**561

03/06 Undue Influences, Public Policy

**Cases Due**: Laidlaw v. Organ, Marina District Development Co. v. Phillip Ivey, Vokes v. Murray, Inc., Hill v. Jones, Rubenstein v. Rubenstein, Austin Instrument, Inc. v. Loral Corp., Machinery Hauling, Inc. v. Steel of West Virginia

**Class 21** Unconscionability 561-601

03/09

**Cases Due**: Williams v. Walker-Thomas Furniture Co., Jones v.

Star Credit Corp., In re Louis Fleet v. United States Consumer Council,

Ferguson v. Countrywide Credit Industries, Inc., Zapatha v. Dairy Mart, Inc.,

Coursey v. Caterpillar

**Class 22** Illegality and Public Policy 601-657

03/11

**Cases Due**: Sinnar v. Le Roy, Homami v. Iranzadi, Broadley v.

Mashpee Neck Marina, Inc., Data Management, Inc. v. Greene,

Watts v. Watts, Kass v. Kass, A.Z. v. B.Z., Wallis v. Smith

**Class 23** Parol Evidence 659-707

03/13

**Cases Due**: Mitchill v. Lath, Masterson v. Sine, Alaska Northern

Development, Inc. v. Alyeska Pipeline Service Co., Pacific Gas & Electric Co. v. G.W. Thomas Drayage & Rigging Co., Frigaliment Importing Co. v. B.N.S. International Sales Corp., In re Katrina, Inc. v. AMF Bowling Products

**SRRING BREAK \*MARCH 15 – MARCH 22\***

**Class 24** The Duty of Good Faith 707-750

03/23

**Cases Due**: Centronics Corporation v. Genicom Corporation, Patterson v. Meyerhofer, Market Street Assoc. LP v. Frey

Exercise of Reserved Discretion

**Cases Due:** Omni Group, Inc. v. Seattle-First National Bank, Billman v. Hensel, Austrian Airlines Oesterreichische Luftverkehrs AG v. UT Finance Corp., Feld v. Levy & Sons, Inc.

**Class 25** Modification by Agreement, Termination of Contractual 751-771

03/25 Relations Other than for Breach

**Cases Due**: Roth Steel Products v. Sharon Steel Corp., Hillesland v. Federal Land Bank Assoc. of Grand Forks

**Class 26 Quiz 5 and Quiz 6 – Review and Questions**

03/27 **(NO make ups without medical documentation)**

**Class 27** Warranties; Tort and Statutory Liability for Falsehood; 772-828

03/30 Conditions

**Cases Due**: Rogath v. Siebenmann, V.S.H. Realty, Inv. v. Texaco, Inc.,

All-Tech Telecom, Inc. v. Amway Corporation, Dove v. Rose Acre Farms, Inc., In re Carter’s Claim, Clark v. West

**Class 28** Conditions 829-862

04/01

**Cases Due**: Dynamic Machine Works, Inv. v. Machine & Electrical Consultants, Inc., Ferguson v. Phoenix Assurance Company of New York,

 Palmer v. Fox, Jacob & Youngs, Inc. v. Kent

**Class 29 Quiz 7 – Review and Questions**

04/03 **(NO make ups without medical documentation)**

**Class 30** Changed Circumstances: Impracticability 862-899

04/06

**Cases Due**: United States v. Wegematic Corp., Taylor v. Caldwell,

 Canadian Industrial Alcohol Co. v. Dunbar Molasses Co., Dills v.

 Town of Enfield, Centex Corporation v. Dalton, Bolin Farms v. American

 Shippers Ass’n., Kaiser-Francis Oil Co. v. Producer’s Gas Co.

**Class 31** Frustration of Purpose; Arbitration Clause900-950

04/08

**Cases Due**: Paradine v. Jane, Krell v. Henry, Washington State

Hop Producers, Inc. v. Goschie Farms, Inc., Hall Street Associates, L.L.C. v. Mattel, Inc., Michael-Curry Cos., Inv. v. Knutson Shareholders Liquidating Trust, Stolt-Nielsen S.A. v. Animal Feeds International Corp., Misty Ferguson v. Countrywide Credit Industries, Inc., AT&T Mobility LLC v. Vincent Concepcion

**Class 32** **Quiz 8 – Review and Questions**

04/10 **(NO make ups without medical documentation)**

**Class 33** Remedies 951-991

04/13

**Cases Due**: Albert Hochster v. Edgar De La Tour, H.B. Taylor v. Elizabeth Johnson, Alaska Pacific Trading Co. v. Eagon Forest Products, Inc., Northern Indiana Public Service Co. v. Carbon County Coal Co., Walgreen Co. v. Sara Creek Property Co.

**Class 34** Damages 991-1021

04/15

**Cases Due**: Alice Sullivan v. James O’Connor, Sidney Bernstein v. Ronald Nemeyer, Glendale Federal Bank, FSB v. United States, Clark v. Marsiglia, Spang Industries, Inc., Fort Pitt Bridge Division v. Aetna Casualty & Surety Co., Hydraform Products Corp. v. American Steel & Aluminum Corp.

**Class 35 Interdisciplinary Presentations**

04/17

**04/20**  **\* NO CLASS – PATRIOTS DAY \***

**Class 36** Seller’s Remedies 1021-1041

04/22

**Cases Due**: American Mechanical v. Union Machine Co. of Lynn, Inc.,

 Locks v. Wade, Rosario Inchaustegui v. 666 5th Avenue Limited Partnership

Buyer’s Remedies 1042-1063

**Cases Due**: Reliance Cooperage Corp. v. Treat, John & Catherine Rivers v. Barry Deane, Willie Peevyhouse v. Garland Coal & Mining Company, American Standard, Inc. v. Harold Schectman

**Class 37** Divisible and Indivisible Contracts 1064-1079

04/24

**Cases Due**: Marcus Lowy v. United Pacific Insurance Co., New Era Homes Corp. v. Engelbert Forster, Britton v. Turner

**Class 38** Mental Anguish and Punitive Damages 1080-1107

04/27

**Cases Due:** Elliot Kaplan and Jeanne Kaplan v. Mayo Clinic, David Plotnik et al. v. John Meihaus et al, Angelo Acquista v. New York Life Insurance Company, Boise Dodge, Inc. v. Robert E. Clark, White Plains Coat & Apron Co. v. Cintas Corp.

**Class 39** Injunctive Relief and Liquidated Damages1107-1158

04/29

**Cases Due:** Curtice Brothers Co. v. Catts, Lumley v. Wagner, Curb Records, Inc. v. Samuel T. McGraw, Southwest Engineering Co. v. United States, Cellphone Termination Fee Cases, Lewis Refrigeration Co. v. Sawyer Fruit, Vegetable and Cold Storage Co., Ed Bertholet & Associates, Inv. v. Ed Stefanko

**Class 40** Third Party InterestsAssignments and Delegation 1159-1183

05/01

**Cases Due:** Herman Allhusen v. Caristo Construction Corp., Carol Owen v. CNA Insurance/Continental Casualty Company, Continental Purchasing Co. v. Van Raalte Co., Sally Beauty Co. v. Nexxus Products Co., Inc.

**Class 41** Third-Party Beneficiaries 1184-1203

05/04

**Cases Due:** KMART Corp. v. Balfour Beatty, Inc., Constance Hale v. Robert Groce, Irma Zigas v. Superior Court, Edward Tweeddale v. Daniel Tweeddale

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