



**MASSACHUSETTS SCHOOL OF LAW at ANDOVER**  
**SYLLABUS for Contracts – Spring 2021 (revised January 19, 2021)**  
**Professor Diane M. Sullivan & Professor Amy Dimitriadis**

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**Instructor:** Professor Sullivan - Email: dianas@mslaw.edu  
Phone: 978.681.0800 ext. 120  
Zoom Office Hours: Thursdays at 6pm and Wednesdays at 12pm (TWEN link)

Professor Dimitriadis – Email: amyd@mslaw.edu  
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Zoom Office Hours: Wednesdays 4:30 pm – 6:00 pm (TWEN link)

**Text:** 1. Studies in Contract Law, Ayres, Klass (**9<sup>th</sup> Edition**);  
ISBN 978-1-6346-0325-6

**Class Times:** Monday & Wednesday: 9:00 a.m. – 10:20 a.m., 6:00 p.m. – 7:20 p.m.  
Fridays: Asynchronous - Go to TWEN for links and assignments.

**Purpose & Course** The purpose of this course is to introduce students to core ideas about 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 & Criteria:** **Midterm:** Worth 15 points – 90 minutes  
**TWEN Quizzes:** Worth 5 points  
**Final:** Worth 65 points – 180 minutes  
**Contracts Course Outline:** Worth 15 points

**COVID-19 Update:** If, due to the public health emergency caused by COVID-19, MSL is required to shut down for any period of time during the Spring 2021 semester, Contracts will be conducted virtually through online platforms. In the event that the semester converts to virtual classes, in order to continue participating in the course, you will need to have access to the internet, an active TWEN account via MSLAW, ability to check your email regularly for course correspondence, access to a computer/laptop/smart device for in-class and home writing assignments, and a camera-enabled device in order to attend Zoom online classes. You may also need access to a printer.

Subject to federal, state, local, and/or MSLAW administration orders, Contracts for Spring 2021 will be in-person and on campus with Zoom and other online components for classes. Students who elect to attend classes remotely must attend class via Zoom and have their cameras on for the duration of class. Unless otherwise announced or mandated, tests and exams will be in-person for all students, regardless of attendance option. While on campus, we will be following all MSL Community Agreement requirements, including but not limited to wearing face masks/face coverings/face shields at all times, practicing physical and social distancing, following signs and

directions regarding the flow of traffic in classrooms and hallways, and washing/sanitizing hands frequently. No food or drinks permitted in the classrooms. You will also be required to stay home if you suspect that you have been exposed to COVID-19, if you have an elevated temperature or you are feeling ill/displaying unusual symptoms. If your absence is mandated by the MSL Community Agreement, we will make arrangements for you to make up any missed work.

**No one will be penalized for taking responsible action to protect themselves and our community.**

## **ASSIGNMENTS DUE FOR EACH CLASS**

	<b><u>Topics</u></b>	<b><u>Page Numbers</u></b>
<b>Class 1</b> 01/25	The Consideration Requirement: Bargained For and Given In Exchange	67-87
	<b><u>Cases Due:</u></b> <u>Kirksey v. Kirksey, Hamer v. Sidway, Langer v. Superior Steel Corp., Pennsy Supply, Inc. v. American Ash Recycling Corp.</u>	
<b>Class 2</b> 01/27	Intent to Contract; Moral Obligation; Mixed Motives and Adequacy of Consideration	88-130
	<b><u>Cases Due:</u></b> <u>In re Greene, Cohen v. Cowles, First Hawaiian Bank v. Zuckerkorn; Mills v. Wyman, Webb v. McGowin, Thomas v. Thomas, Browning v. Johnson, Apfel v. Prudential-Bache Securities, Inc</u>	
<b>Class 3</b> 01/29	<b>Zoom Pre-recorded class (link on TWEN)</b> Pre-existing Duty Rule, Discretion, Mutuality	131-162
	<b><u>Cases Due:</u></b> <u>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</u>	
<b>Class 4</b> 02/01	Promissory Estoppel	163-185
	<b><u>Cases Due:</u></b> <u>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</u>	
<b>Class 5</b> 02/03	The Agreement Process: Manifestation of Mutual Assent; Ascertainning Assent: The "Objective" Test"; Implied-In-Fact Agreement	187-208
	<b><u>Cases Due:</u></b> <u>Embry v. Hargadine, Lucy v.Zehmer, Raffles v. Wichelhaus; Wrench, LLC v. Taco Bell Corp.</u>	
<b>Class 6</b> 2/05	Practice Questions on Socrative.com – <b>TOPIC → Consideration</b> Go to: <b>socrative.com</b> Click on: <b>Student Login</b> Room Name: <b>LEAMY6529</b> Name: <b>Last name, First Name</b>	

**TWEN Assignment:** Feedback Paper: Case of the Independent Cab Driver

- Class 7**  
02/08      The Agreement Process: Offer and Acceptance      209-247
- Cases Due:** Lonergan v. Scholnick, J.W. Southworth v. Oliver, Lefkowitz v. Minneapolis Surplus Store, Leonard v. Pepsico, Inc., La Salle National Bank v. Mel Vega, Hendricks v. Behee, Carlill v. Carbolic Smoke Ball Co.
- Class 8**  
02/10      Modes of Acceptance      247-255
- Cases Due:** Corinthian Pharmaceutical Systems, Inc. v. Lederle Laboratories, Industrial America, Inc. v. Fulton Industries, Inc.
- Acceptance By Performance, Acceptance By Conduct or Silence      256-282
- 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 9**  
02/12      Practice Questions on Socrative.com – **TOPIC → Offer and Acceptance TWEN Quiz 1 Offer, Acceptance, and Consideration Quiz Review and Explanations will be posted on Saturday.**
- Class 10**  
02/15      Termination of Offers; Timing Issues; Counteroffers      282-326  
(§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**  
02/17      Special Problems in the Agreement Process §2-207; Shrinkwrap and Browsewrap      326-365
- Cases Due:** DTE Energy Technologies, Inc. v. Briggs Electric, Inc., Textile Unlimited, Inc. v. A.BMH and Company, Inc., Hill v. Gateway 2000, Klocek v. Gateway, Specht v. Netscape Communications Corp., Cairo, Inc. Crossmedia Services, Inc.
- Class 12**  
02/19      Practice Questions on Socrative.com – **TOPIC → Offer and Acceptance TWEN Quiz 2 on Offer, Acceptance, and Consideration Quiz Review and Explanations will be posted on Saturday.**
- Class 13**  
02/22      Indefinite Agreements and Gaps      365-388
- Cases Due:** Varney v. Ditmars, Oglebay Norton Company v. Armco, Inc., Blinn v. Beatrice Community Hospital and Health Center, Inc.
- Class 14**  
02/24      Precontractual Liability; Accord and Satisfaction      388-424
- 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., (continued →) 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 15** Practice Questions on Socrative.com – **TOPIC → UCC §2-207**  
02/26 **TWEN Quiz 3: Black Letter Law (comprehensive)**  
**Quiz Answers will be posted on TWEN**

**Class 16** Formation Defenses, The Statute of Frauds 431-466  
3/01

**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**  
03/03

**Class 18** **\*MIDTERM\***  
03/05

**Class 19** Mistake 484-516  
03/08

**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  
03/10 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** **Zoom Pre-recorded class (link on TWEN)**  
03/12 Unconscionability 561-601

**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  
03/15

**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  
03/17

**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., Frigalment Importing Co. v. B.N.S. International Sales Corp., In re Katrina, Inc. v. AMF Bowling Products

**Class 24** Practice Questions on Socrative.com – **TOPIC → Parol Evidence**

- 03/19      **TWEN Quiz 4: Defenses and Parol Evidence**  
**Quiz Review and Explanations will be posted on Saturday**
- Class 25**      The Duty of Good Faith      707-750  
03/22
- 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 26**      Modification by Agreement, Termination of Contractual      751-771  
03/24      Relations Other than for Breach
- Cases Due:** Roth Steel Products v. Sharon Steel Corp., Hillesland v. Federal Land Bank Assoc. of Grand Forks
- Warranties; Tort and Statutory Liability for Falsehood;      772-828  
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 27**      Practice Questions on Socrative.com – **TOPIC → Modification**  
03/26      **TWEN Quiz 5: Parol Evidence and Modification**  
**Quiz Review and Explanations will be posted on Saturday**
- Class 28**      Conditions      829-862  
03/29
- 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**      Changed Circumstances: Impracticability      862-899  
03/31
- 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 30**      Practice Question/Assignment on TWEN – **TOPIC → Impracticability**  
04/02
- Class 31**      Frustration of Purpose; Arbitration Clause      900-950  
04/05
- 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**      Remedies      951-991  
04/07

**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 33**  
04/09 Assignment on Socrative.com – **TOPIC → Conditions**  
**TWEN Quiz 6: Conditions and Excuse for Non-Performance**  
**Quiz Review and Explanations will be posted on Saturday.**

**Class 34**  
04/12 Damages 991-1021

**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**  
04/14 Seller's Remedies 1021-1041

**Cases Due:** American Mechanical v. Union Machine Co. of Lynn, Inc., Locks v. Wade, Rosario Inchaustegui v. 666 5<sup>th</sup> 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 36**  
04/16 Practice Questions on Socrative.com – **TOPIC → Remedies**  
**TWEN Quiz 7: Damages and Remedies**

**04/19 \* NO CLASS – PATRIOTS DAY \***

**Class 37**  
04/21 Divisible and Indivisible Contracts 1064-1079  
Mental Anguish and Punitive Damages 1080-1107

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

**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 38**  
04/23 Practice Questions on Socrative.com – **TOPIC → UCC 2-207**  
**TWEN Quiz 8: Modification and UCC 2-207**  
**Quiz Review and Explanations will be posted on Saturday**

**Class 39**  
04/26 Injunctive Relief and Liquidated Damages 1107-1158

**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 Interests Assignments and Delegation 1159-1183  
04/28  
**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** Final Exam Practice MC Questions on TWEN – **TOPIC → Comprehensive**  
04/30
- Class 42** Third-Party Beneficiaries 1184-1203  
05/03  
**Cases Due:** KMART Corp. v. Balfour Beatty, Inc., Constance Hale v. Robert Groce, Irma Zigas v. Superior Court, Edward Tweeddale v. Daniel Tweeddale
- 05/05** **Final Exam Review Part 1**
- 05/07** **Final Exam Review Part 2**  
Course Outline Due