



MASSACHUSETTS SCHOOL OF LAW at ANDOVER
SYLLABUS for Contracts – Spring 2022
Professor Diane M. Sullivan & Professor Amy Dimitriadis

Instructor: Professor Sullivan - Email: dianas@mslaw.edu
Phone: 978.681.0800 ext. 120
Zoom Office Hours: Wednesdays 4:45 pm–5:45 pm (TWEN link) or by appointment

Professor Dimitriadis – Email: amyd@mslaw.edu
Phone: 978.681.0800 ext. 130
Zoom Office Hours: Wednesdays 4:30 pm – 6:00 pm (TWEN link)

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

Class Times: Monday & Wednesday: 9:00 a.m. – 10:20 a.m. OR 6:00 p.m. – 7:20 p.m.
Fridays: Asynchronous (see dates below for assignments)

Purpose & Course Description: The purpose of this course is to introduce students to core ideas about the law. Accordingly, my basic goals include:
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 – 80 minutes
Examsoft Quizzes: Worth 5 points
Interdisciplinary Paper: Worth 5 points
Contracts Course Outline: Worth 10 points
Final: Worth 65 points – 180 minutes

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 2022 semester, Contracts will be conducted virtually through online platforms. In the unlikely 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 2022 will be in-person and on campus. Unless otherwise announced or mandated, tests and exams will be in-person for all students. While on campus, we will be following all MSL Community Agreement requirements, including but not limited to practicing physical and social distancing, following signs and directions regarding the flow of traffic in classrooms and hallways, and washing/sanitizing hands frequently. 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

	<u>Topics</u>	<u>Page Numbers</u>
Class 1 01/19	The Consideration Requirement: Bargained For and Given In Exchange	67-87
	<u>Cases Due:</u> <u>Kirksey v. Kirksey, Hamer v. Sidway, Langer v. Superior Steel Corp., Pennsy Supply, Inc. v. American Ash Recycling Corp.</u>	
Class 2 01/21	Zoom Pre-recorded class (Dropbox link on TWEN) Intent to Contract; Moral Obligation; Mixed Motives and Adequacy of Consideration	88-130
	<u>Cases Due:</u> <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>	
Class 3 01/24	Pre-existing Duty Rule, Discretion, Mutuality	131-162
	<u>Cases Due:</u> <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>	
Class 4 01/26	Promissory Estoppel	163-185
	<u>Cases Due:</u> <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>	
Class 5 01/28	Practice Questions on Socrative.com – TOPIC → Consideration Go to: socrative.com Click on: Student Login Room Name: LEAMY6529 Name: Last name, First Name	
	<u>Assignment Paper:</u> <u>Case of the Independent Cab Driver</u> Submit via TWEN under "Assignments & Quizzes"	
Class 6 01/31	The Agreement Process: Manifestation of Mutual Assent; Ascertaining Assent: The "Objective" Test"; Implied-In-Fact Agreement	187-208
	<u>Cases Due:</u> <u>Embry v. Hargadine, Lucy v.Zehmer, Raffles v. Wichelhaus; Wrench, LLC v. Taco Bell Corp.</u>	

- Class 7**
02/02 The Agreement Process: Offer and Acceptance 209-247
- Cases Due:** Loneragan 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**
02/04 Practice Questions on Socrative.com – **TOPIC → Offer and Acceptance**
EXAMSOFT Quiz 1
Offer, Acceptance, and Consideration
- Class 9**
02/07 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 10**
02/09 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**
02/11 Practice Questions on Socrative.com – **TOPIC → Offer and Acceptance**
EXAMSOFT Quiz 2
Offer, Acceptance, and Consideration
- Class 12**
02/14 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 13**
02/16 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.
- 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 14** Practice Questions on Socrative.com – **TOPIC → UCC §2-207**
02/18 **EXAMSOFT Quiz 3**
Black Letter Law (comprehensive)
- Class 15** Formation Defenses, The Statute of Frauds 431-466
02/21
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 16** ***MIDTERM***
02/23
- Class 17** **Mental Health Friday** – Take the day to recoup
02/25
- Class 18** Mistake 484-516
02/28
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 19** Misrepresentation and nondisclosure, Duress and 517-561
03/02 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 20** **Zoom Pre-recorded class (Dropbox link on TWEN)**
03/04 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 21** Illegality and Public Policy 601-657
03/07
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 22** Parol Evidence 659-707
03/09
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 23**
03/11 Practice Questions on Socrative.com – **TOPIC → Parol Evidence**
EXAMSOFT Quiz 4
Defenses and Parol Evidence
- *SPRING BREAK* March 13 – March 20**
- Class 24**
03/21 The Duty of Good Faith 707-750
- 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**
03/23 Modification by Agreement, Termination of Contractual Relations Other than for Breach 751-771
- 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; Conditions 772-828
- 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 26**
03/25 Practice Questions on Socrative.com – **TOPIC → Modification**
EXAMSOFT Quiz 5
Parol Evidence and Modification
- Class 27**
03/28 Conditions 829-862
- 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 28**
03/30 Changed Circumstances: Impracticability 862-899
- 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 29**
04/01 **Assignment Paper:** Impracticability
Submit via TWEN under “Assignment & Quizzes”
- Class 30**
04/04 Frustration of Purpose; Arbitration Clause 900-950
- 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 31 04/06	Remedies	951-991
	Cases Due: <u>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.</u>	
Class 32 04/08	Practice on Socrative.com – TOPIC → Conditions EXAMSOFT Quiz 6 Conditions and Excuse for Non-Performance	
Class 33 04/11	Damages	991-1021
	Cases Due: <u>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.</u>	
Class 34 04/13	Seller's Remedies	1021-1041
	Cases Due: <u>American Mechanical v. Union Machine Co. of Lynn, Inc., Locks v. Wade, Rosario Inchaustegui v. 666 5th Avenue Limited Partnership</u>	
	Buyer's Remedies	1042-1063
	Cases Due: <u>Reliance Cooperage Corp. v. Treat, John & Catherine Rivers v. Barry Deane, Willie Peevyhouse v. Garland Coal & Mining Company, American Standard, Inc. v. Harold Schectman</u>	
Class 35 04/15	Practice Questions on Socrative.com – TOPIC → Remedies EXAMSOFT Quiz 7 Damages and Remedies	
	Animal Rights Day Volunteer Day on campus (sign up in advance)	
04/18	* NO CLASS – PATRIOTS DAY *	
Class 36 04/20	Divisible and Indivisible Contracts Mental Anguish and Punitive Damages	1064-1079 1080-1107
	Cases Due: <u>Marcus Lowy v. United Pacific Insurance Co., New Era Homes Corp. v. Engelbert Forster, Britton v. Turner</u>	
	Cases Due: <u>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.</u>	
Class 37 04/22	Practice Questions on Socrative.com – TOPIC → UCC 2-207 EXAMSOFT Quiz 8 Modification and UCC 2-207	
	Interdisciplinary Paper Due via TWEN under "Assignment & Quizzes"	
Class 38 04/25	Injunctive Relief and Liquidated Damages	1107-1158
	Cases Due: <u>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,</u>	

Vegetable and Cold Storage Co., Ed Bertholet & Associates, Inv. v. Ed Stefanko

Class 39 Third Party Interests Assignments and Delegation 1159-1183
04/27

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 40 Final Exam Practice MC Questions on EXAMSOFT – **TOPIC →**
04/29 **Comprehensive**

Class 41 Third-Party Beneficiaries 1184-1203
05/02

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

Contracts Course Outline Due via TWEN Submission

Final Exam Review Part 1 – Posted on TWEN (link in Navigation Menu)

Final Exam Review Part 2 – Posted on TWEN (link in Navigation Menu)

Final Exam Date & Time TBA