



**MASSACHUSETTS SCHOOL OF LAW at ANDOVER**  
**SYLLABUS for Contracts – Spring 2023**  
**Professor Diane M. Sullivan & Professor Amy Dimitriadis**

---

**Instructor:** Professor Sullivan - Email: dianas@msslaw.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@msslaw.edu  
Phone: 978.681.0800 ext. 130  
Zoom Office Hours: Mondays 4:00 pm – 5:30 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. 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 2023 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 2023 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**

	<b><u>Topics</u></b>	<b><u>Page Numbers</u></b>
<b>Class 1</b> 01/18	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> 01/20	<b>Zoom Pre-recorded class (Dropbox link on TWEN)</b> 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> 01/23	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> 01/25	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> 01/27	<b>Zoom Pre-recorded class (Dropbox link on TWEN)</b> <b>Practice Questions on Socrative.com – 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>	
	<b>Assignment Paper:</b> <u>Case of the Independent Cab Driver</u> <b>Submit via TWEN under "Assignments &amp; Quizzes"</b>	
<b>Class 6</b> 01/30	The Agreement Process: Manifestation of Mutual Assent; Ascertaining 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>	

- Class 7**                      The Agreement Process: Offer and Acceptance                      209-247  
02/01
- 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**                      **Zoom Pre-recorded class (Dropbox link on TWEN)**  
02/03                      Practice Questions on Socrative.com – **TOPIC → Offer and Acceptance EXAMSOFT Quiz 1 → password will be emailed Friday morning Offer, Acceptance, and Consideration**
- Class 9**                      Modes of Acceptance                      247-255  
02/06
- Cases Due:** Corinthian Pharmaceutical 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  
02/08                      (§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**                      **Zoom Pre-recorded class (Dropbox link on TWEN)**  
02/10                      Practice Questions on Socrative.com – **TOPIC → Offer and Acceptance EXAMSOFT Quiz 2 → password will be emailed Friday morning Offer, Acceptance, and Consideration**
- Class 12**                      Special Problems in the Agreement Process §2-207;                      326-365  
02/13                      Shrinkwrap and Browsewrap
- 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**                      Indefinite Agreements and Gaps                      365-388  
02/15
- 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** **Zoom Pre-recorded class (Dropbox link on TWEN)**  
02/17 Practice Questions on Socrative.com – **TOPIC → UCC §2-207**  
**EXAMSOFT Quiz 3 → password will be emailed Friday morning**  
**Black Letter Law (comprehensive)**

**Class 15** Formation Defenses, The Statute of Frauds 431-466  
02/20

**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\***  
02/22

**Class 17** **Mental Health Friday** – Take the day to recoup  
02/24

**Class 18** Mistake 484-516  
02/27

**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  
03/01 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)**  
03/03 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  
03/06

**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  
03/08

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

**Class 23**  
03/10 **Zoom Pre-recorded class (Dropbox link on TWEN)**  
Practice Questions on Socrative.com – **TOPIC → Parol Evidence**  
**EXAMSOFT Quiz 4 → password will be emailed Friday morning**  
**Defenses and Parol Evidence**

**\*SPRING BREAK\* March 12 – March 19**

**Class 24**  
03/20 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**  
03/22 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**  
03/24 **Zoom Pre-recorded class (Dropbox link on TWEN)**  
Practice Questions on Socrative.com – **TOPIC → Modification**  
**EXAMSOFT Quiz 5 → password will be emailed Friday morning**  
**Parol Evidence and Modification**

**Class 27**  
03/27 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**  
03/29 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**  
03/31 **Zoom Pre-recorded class (Dropbox link on TWEN)**  
Assignment Paper on TWEN – **TOPIC → Impracticability**  
**Submit paper on TWEN under "Assignment & Quizzes"**

<b>Class 30</b> 04/03	Frustration of Purpose; Arbitration Clause	900-950
	<b>Cases Due:</b> <u>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&amp;T Mobility LLC v. Vincent Concepcion</u>	
<b>Class 31</b> 04/05	Remedies	951-991
	<b>Cases Due:</b> <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>	
<b>Class 32</b> 04/07	<b>EXAMSOFT Quiz 6 → password will be emailed Friday morning</b> <b>Conditions and Excuse for Non-Performance</b>	
<b>04/08</b>	<b>Animal Rights Day Volunteer Day on campus (sign up in advance)</b>	
<b>Class 33</b> 04/10	Damages	991-1021
	<b>Cases Due:</b> <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 &amp; Surety Co., Hydraform Products Corp. v. American Steel &amp; Aluminum Corp.</u>	
<b>Class 34</b> 04/12	Seller's Remedies	1021-1041
	<b>Cases Due:</b> <u>American Mechanical v. Union Machine Co. of Lynn, Inc., Locks v. Wade, Rosario Inchaustequi v. 666 5<sup>th</sup> Avenue Limited Partnership</u>	
	Buyer's Remedies	1042-1063
	<b>Cases Due:</b> <u>Reliance Cooperage Corp. v. Treat, John &amp; Catherine Rivers v. Barry Deane, Willie Peevyhouse v. Garland Coal &amp; Mining Company, American Standard, Inc. v. Harold Schectman</u>	
<b>Class 35</b> 04/14	Practice Questions on Socrative.com – <b>TOPIC → Remedies</b> <b>EXAMSOFT Quiz 7 → password will be emailed Friday morning</b> <b>Damages and Remedies</b>	
<b>04/17</b>	<b>* NO CLASS – PATRIOTS DAY *</b>	
<b>Class 36</b> 04/19	Divisible and Indivisible Contracts Mental Anguish and Punitive Damages	1064-1079 1080-1107
	<b>Cases Due:</b> <u>Marcus Lowy v. United Pacific Insurance Co., New Era Homes Corp. v. Engelbert Forster, Britton v. Turner</u>	
	<b>Cases Due:</b> <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 &amp; Apron Co. v. Cintas Corp.</u>	

**Class 37** Practice Questions on Socrative.com – **TOPIC → UCC 2-207**  
04/21 **EXAMSOFT Quiz 8 → password will be emailed Friday morning**  
**Modification and UCC 2-207**

**Interdisciplinary Paper Due via TWEN under “Assignment & Quizzes”**

**Class 38** Injunctive Relief and Liquidated Damages 1107-1158  
04/24

**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 39** Third Party Interests Assignments and Delegation 1159-1183  
04/26

**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 → Comprehensive**  
04/28 **On Examsoft → password will be emailed Friday morning**

**Class 41** Third-Party Beneficiaries 1184-1203  
05/01 **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 – Will be posted on TWEN**

**Final Exam Review Part 2 – Will be posted on TWEN**

**Final Exam Date & Time TBA**