



**MASSACHUSETTS SCHOOL OF LAW at ANDOVER**  
**SYLLABUS for Contracts – Spring 2024**  
**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 2:00 pm – 4:00 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. OR 6:00 p.m. – 7:20 p.m.  
Fridays: Asynchronous (see dates below for 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 – 80 minutes  
**Examsoft Quizzes:** Worth 5 points (avg top 3 quiz scores)  
**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 2024 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 2024 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> 01/17	The Consideration Requirement: Bargained For and Given In Exchange	67-87
	<b><u>Cases Due:</u></b> <u>Kirksey v. Kirksey</u> , <u>Hamer v. Sidway</u> , <u>Langer v. Superior Steel Corp.</u> , <u>Pennsy Supply, Inc. v. American Ash Recycling Corp.</u>	
<b>Class 2</b> 01/19	<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</u> , <u>Cohen v. Cowles</u> , <u>First Hawaiian Bank v. Zuckerkorn</u> , <u>Mills v. Wyman</u> , <u>Webb v. McGowin</u> , <u>Thomas v. Thomas</u> , <u>Browning v. Johnson</u> , <u>Apfel v. Prudential-Bache Securities, Inc.</u>	
<b>Class 3</b> 01/22	Pre-existing Duty Rule, Discretion, Mutuality	131-162
	<b><u>Cases Due:</u></b> <u>Levine v. Blumenthal</u> , <u>Alaska Packers' Assoc. v. Domenico</u> , <u>Angel v. Murray</u> , <u>Rehm-Zeiher Co. v. F.G.Walker Co.</u> , <u>McMichael v. Price</u> , <u>Wood V. Lucy</u> , <u>Lady Duff-Gordon</u> , <u>Onmi Group, Inc. v. Seattle-First National Bank</u>	
<b>Class 4</b> 01/24	Promissory Estoppel	163-185
	<b><u>Cases Due:</u></b> <u>Ricketts V. Scothorn</u> , <u>Langer v. Superior Steel Corp.</u> , <u>Allegheny College v. National Chautauqua County Bank of Jamestown</u> , <u>Congregation Kadimah Toras-Moshe v. Robert A. DeLeo</u>	
<b>Class 5</b> 01/26	<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><u>Assignment Paper:</u></b> <u>Case of the Independent Cab Driver</u> <b>Submit via TWEN under "Assignments &amp; Quizzes"</b>	
<b>Class 6</b> 01/29	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</u> , <u>Lucy v.Zehmer</u> , <u>Raffles v. Wichelhaus</u> ; <u>Wrench, LLC v. Taco Bell Corp.</u>	

- Class 7**  
01/31      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**  
02/02      **Zoom Pre-recorded class (Dropbox link on TWEN)**  
Practice Questions on Socrative.com – **TOPIC → Offer and Acceptance**
- EXAMSOF Quiz 1 → password will be emailed Friday morning**  
**Offer, Acceptance, and Consideration**
- Class 9**  
02/05      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      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**  
02/07      Termination of Offers; Timing Issues; Counteroffers      282-321  
(§2-207)
- Cases Due:** Hendricks v. Behee, 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
- Class 11**  
02/09      **Zoom Pre-recorded class (Dropbox link on TWEN)**  
Practice Questions on Socrative.com – **TOPIC → Offer and Acceptance**
- EXAMSOF Quiz 2 → password will be emailed Friday morning**  
**Offer, Acceptance, and Consideration**
- Class 12**  
02/12      Special Problems in the Agreement Process §2-207;      322-365  
Shrinkwrap and Browsewrap
- Cases Due:** Minneapolis & St. Louis Railway Co. v. Columbus Rolling-Mill Co., DTE Energy Technologies, Inc. v. Briggs Electric, Inc., Textile Unlimited, Inc. v. A.B.M.H. and Company, Inc., Hill v. Gateway 2000, Klocek v. Gateway, Specht v. Netscape Communications Corp., Cairo, Inc. Crossmedia Services, Inc.
- Class 13**  
02/14      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      388-406
- Cases Due:** Metro-Goldwyn-Mayer, Inc. v. Scheider, Joseph Martin, Jr., Delicatessen, Inc. v. Shumacher, Hoffman v. Red Owl Stores, Inc.

- Class 14**  
02/16      **Zoom Pre-recorded class (Dropbox link on TWEN)**  
Practice Questions on Socrative.com – **TOPIC → UCC §2-207**
- EXAMSOF Quiz 3 → password will be emailed Friday morning**  
**Black Letter Law (comprehensive)**
- Class 15**  
02/19      Indefinite Agreements and Gaps (Continued)      406-418
- Cases Due:** 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**  
02/21      **\*MIDTERM\***
- Class 17**  
02/23      **Mental Health Friday** – Take the day to recoup
- Class 18**  
02/26      Formation Defenses, The Statute of Frauds      431-466
- 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 19**  
02/28      Mistake      484-516
- 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**  
03/01      **Zoom Pre-recorded class (Dropbox link on TWEN)**  
Misrepresentation and nondisclosure, Duress and Undue Influences, Public Policy      517-561
- 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**  
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 22**      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 23**      **Zoom Pre-recorded class (Dropbox link on TWEN)**  
03/08      Practice Questions on Socrative.com – **TOPIC → Defenses**
- \*SPRING BREAK\* March 10 – March 17**
- Class 24**      Parol Evidence      659-707  
03/18
- 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 Canal Breaches Litigation
- Class 25**      The Duty of Good Faith; Prevention, Hindrance, and the      707-750  
03/20      Duty of Cooperation
- 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**      **Zoom Pre-recorded class (Dropbox link on TWEN)**  
03/22      Practice Questions on Socrative.com – **TOPIC → Modification**
- EXAMSOF Quiz 4 → password will be emailed Friday morning**  
**Formation Defenses**
- Class 27**      **Modification**, Modification by Agreement, Termination      751-767  
03/25      of Contractual Relations Other than for Breach
- Cases Due:** Roth Steel Products v. Sharon Steel Corp., Beneficial National Bank v. Payton, Zapatha V. Dairy Mart, Inc., Hillesland v. Federal Land Bank Assoc of Grand Forks
- Warranties; Tort and Statutory Liability for Falsehood;      772-808  
Conditions
- Cases Due:** Rogath v. Siebenmann, V.S.H. Realty, Inv. v. Texaco, Inc., All-Tech Telecom, Inc. v. Amway Corporation
- Class 28**      Conditions      808-862  
03/27
- Cases Due:** Dove v. Rose Acre Farms, Inc., In re Carter's Claim, Clark v. West, 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**      **Zoom Pre-recorded class (Dropbox link on TWEN)**  
03/29

**03/30      Animal Rights Day Volunteer Day on campus (sign up in advance)**

**Class 30**      Conditions continued; Changed Circumstances:  
04/01      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.

Assignment Paper on TWEN – **TOPIC → Impracticability**  
**Submit paper on TWEN under "Assignment & Quizzes"**

**Class 31**      Frustration of Purpose; Arbitration Clause      900-950  
04/03

**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**      **EXAMSOF Quiz 5 → password will be emailed Friday morning**  
04/05      **Parol Evidence and Modification**

**EXAMSOF Quiz 6 → password will be emailed Friday morning**  
**Conditions and Excuse for Non-Performance**

**Both quizzes (5 and 6) must be completed by 11:59 pm**

**Animal Rights Day Extra Credit Due on TWEN by 11:59 pm**

**Class 33**      Remedies      951-991  
04/08

**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  
04/10

**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**      **Zoom Pre-recorded class (Dropbox link on TWEN)**  
04/12      Practice Questions on Socrative.com – **TOPIC → Remedies**  
**EXAMSOF Quiz 7 → password will be emailed Friday morning**  
**Damages and Remedies**

**04/15      \* NO CLASS – PATRIOTS DAY \***

<b>Class 36</b> 04/17	Seller's Remedies	1021-1041
	<b>Cases Due:</b> <u>American Mechanical v. Union Machine Co. of Lynn, Inc., Locks v. Wade, Rosario Inchaustegui 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, Jacob &amp; Young v. Kent; John &amp; Catherine Rivers v. Barry Deane, Willie Peevyhouse v. Garland Coal &amp; Mining Company, American Standard, Inc. v. Harold Schectman</u>	
<b>Class 37</b> 04/19	Practice Questions on Socrative.com – <b>TOPIC → UCC 2-207 EXAMSOFT Quiz 8 → password will be emailed Friday morning Modification and UCC 2-207</b>	
<b>Class 38</b> 04/22	Divisible and Indivisible Contracts	1064-1079
	Mental Anguish and Punitive Damages	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>	
<b>Class 39</b> 04/24	Injunctive Relief and Liquidated Damages	1107-1158
	<b>Cases Due:</b> <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, Vegetable and Cold Storage Co., Ed Bertholet &amp; Associates, Inv. v. Ed Stefanko</u>	
<b>Class 40</b> 04/26	<b>Interdisciplinary Paper Due via TWEN under "Assignment &amp; Quizzes"</b>	
<b>Class 41</b> 04/29	Third Party Interests Assignments and Delegation	1159-1183
	<b>Cases Due:</b> <u>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.</u>	
<b>Class 42</b> 05/01	Third-Party Beneficiaries	1184-1203
	<b>Cases Due:</b> <u>KMART Corp. v. Balfour Beatty, Inc., Constance Hale v. Robert Groce, Irma Zigas v. Superior Court, Edward Tweeddale v. Daniel Tweeddale</u>	
<b>Class 43</b> 05/03	<b>Review (link on TWEN)</b> Final Exam Practice MC Questions on EXAMSOFT – <b>TOPIC → Comprehensive On Examsoft → password will be emailed Friday morning</b>	
<b>Class 44</b> 05/06	Final Exam Review <b>Contracts Course Outline Due via TWEN Submission</b> -----	

**Date & Time TBA Final Exam**