**CONTRACTS SYLLABUS**

**Fall 2013**

**PROFESSOR ADAMS**

Office: Room 222

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**Required Texts:**

Packet of Readings Available from Melissa Mundt and also available online at http://lawlibguides.valpo.edu/contracts

**Assessment:**

We will have three assessments throughout the mini-mester. These will be graded homework assignments or in-class quizzes. They will account cumulatively for 20% of your grade.The remaining 80% will be based on one final exam, 50% essay and 50% multiple-choice, closed-book.

**Class attendance:**

The attendance sheet will be circulated at the beginning of every class period. An absence is an absence, regardless of circumstances. There is no need to let me know in advance if you are going to miss a class or the reason why, since there is no system of “excusing” absences. **It is your responsibility to sign in**. **If you come late and do not sign in, you will be counted absent**. Students who miss more than **two (2)** class meetings will have their grades lowered one level for each additional absence. So if you would otherwise earn a B+ in the class, but you missed three classes, your grade will be a B. Students who miss more than **four (4)** class meetings will be administratively withdrawn from the course. Habitually late arrivals will also count as absences.

**Office Hours:** I will generally be available on Wednesday 12:30 – 2:30 and Friday 10-12. To schedule an appointment for another time, please contact Melissa Mundt.

Class Subjects Readings

1 Introduction to Contract Law *Ray v. Eurice & Bros., Inc.;*

Intention to Be Bound *Lonergan v. Scolnick*

Mutual Assent

Offer and Acceptance

2 Offer and Acceptance *Izadi v. Machado Ford; Normille v.*

*Miller; Petterson v. Pattberg; Cook*

*v. Coldwell Banker*

3 Incomplete Contracts and *Walker v. Keith; Quake Construction*

Ambiguous Contracts *v. American Airlines*

4 Consideration *Hamer v. Sidway; Pennsy Supply v.*

*American Ash Recycling*

5 Consideration *Dougherty v. Salt; Batsakis v.*

*Demotsis; Plowman v. Indian Refining*

6 Battle of the Forms *Princess Cruises, Inc. v. General*

*Electric Co.; Brown Machine v.*

*Hercules*

7 Electronic Contracting *Hill v. Gateway*; *Klocek v. Gateway*

8 Promissory Estoppel and *Kirksey v. Kirksey; Allegheny* Charitable Subscriptions *College v. National Chautauqua*

*County Bank*; *King v. Trustees of Boston University*

9 Promissory Estoppel in a Commercial *Katz v. Danny Dare, Inc.; James*

Context and Pre-Acceptance Reliance *Baird Co. v. Gimbel Bros., Inc.*;

*Drennan v. Star Paving Co.*

10 Restitution and Promissory Restitution *Credit Bureau Enterprises v. Pelo;*

*Commerce Partnership 8098 Limited*

*Partnership v. Equity Contracting*

*Co.; Watts v. Watts; Mills v. Wyman;*

*Webb v. McGowin*

11 Statute of Frauds *Crabtree v. Elizabeth Arden Sales*

*Corp; Buffaloe v. Hart*

12 Principles of Interpretation *Joyner v. Adams; Frigaliment*

*Importing Co. v. B.N.S. International*

*Sales Corp; C & J Fertilizer, Inc. v.*

*Allied Mutual Insurance Co.*

13 The Parol Evidence Rule *Thompson v. Libby; Taylor v. State*

*Farm Mutual Automobile Insurance Co.*

14 Review