**CONTRACTS SYLLABUS**

**Fall 2013**

**PROFESSOR ADAMS**

Office: Room 222

Phone: (w) (219) 465-7869

email: Mark.Adams@valpo.edu

**Required Texts:**

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

**Assessment:**

We will have two 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three classes, your grade will be a B. Students who miss more than **four (4)** class meetings will be administratively withdrawn from the course.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 The Parol Evidence Rule *Thompson v. Libby; Taylor v. State*

*Farm Mutual Automobile Insurance Co.*

2 Implied Terms *Wood v. Lucy, Lady Duff-Gordon;*

*Seidenberg v. Summit Bank; Morin Building Prods. Co., Inc. v. Baystone Construction, Inc.; Locke v. Warner Bros, Inc.*

3 Warranties *Bayliner Marine Corp. v. Crow;*

*Caceci v. Di Canio Construction*

4 Incapacity *Dodson v. Shrader; Hauer v.*

*Union State Bank of Wautoma*

5 Duress and Undue Influence *Totem Marine Tug & Barge, Inc. v.*

*Alyeska Pipeline Service Co.; Odorizzi v. Bloomfield School District*

6 Misrepresentation and Nondisclosure *Syester v. Banta; Hill v. Jones; Park*

  *100 Investors, Inc. v. Kartes*

7 Incapacity *Williams v. Walker-Thomas*

*Furniture Co.*

8 Mistake and Changed Circumstances *Sherwood v. Walker; Lenawee*

*County Board of Health v. Messerly; Wil-Fred’s Inc. v. Metropolitan Sanitary District; Karl Wendt Farm Equipment Co. v. International Harvester Co.*

9 Modifications *Alaska Packers Association v.*

*Domenico; Kelsey-Hayes Co. v. Galtaco Redlaw Castings Corp.*

10 Express Conditions *Oppenheimer & Co. v. Oppenheim,*

*Appel, Dixon & Co.; J.N.A. Realty Corp. Cross Bay Chelsea, Inc.*

11 Material Breach *Jacob & Youngs v. Kent; Sackett v.*

Anticipatory Repudiation *Spindler; Truman L. Flatt & Sons*

*Co. v. Schupf*

12 Expectation Damages: Direct *Handicapped Children’s Education*

*Board v. Lukaszewsk; Parker v. Twentieth Century Fox Films Corp.*

13 Expectation Damages: Consequential *Hadley v. Baxendale; Rockingham*

*County v. Luten Bridge*

14 Reliance, Restitution *Security Stove v. American Railways*

and Specific Performance *Express Co.*; *Lancellotti v. Thomas*;

*United States ex rel. Coastal Steel v. Algernon Blair*