

Contracts
Spring 2017
Professor Abrams

Assignments¹

1. Bargain versus gift I: pp. 131-135 (including *Hamer v. Sidway* and *Kirksey v. Kirksey*).
2. Bargain versus gift II: pp. 1-4, 23-30, 135-143 (omit *St. Peter v. Pioneer Theatre Corp.*).
3. Adequacy of consideration: pp. 143-151.
4. Promissory estoppel: pp. 152-55, 162-73, 192-193 (Note 4 only).
5. Employment promises: pp. 173-186.
6. The offer: pp. 203-207 (omit *Bailey v. West*), *Leonard v. PepsiCo, Inc.*, pp. 207-216.
7. The acceptance: pp. 217-233.
8. Revocation of offers: pp. 233-246.
9. Offer and counteroffer: *Roto-Lith, Ltd. v. F.P. Bartlett & Co.*, pp. 246-259.
10. Contract formation over the Internet: pp. 259-278.
11. Preliminary negotiations: pp. 281-301.
12. Indefinite contractual agreements: pp. 301, 30-42, 302-316.
13. Requirements contracts: pp. 317-341.
14. Exclusive dealings: pp. 341-356.
15. Termination clauses: 356-371.
16. Modification; collaborative contracting: pp. 380-89, *Ralston Purina Co. v. McNabb*, pp. 390-96.
17. Duress: pp. 401-420.
18. Fraud and misrepresentation: pp. 420-437.
19. Duty to read: pp. 438-448, *Caspi v. Microsoft Network*.
20. Duty to disclose: pp. 448-464, *L&N Grove v. Chapman*.
21. Capacity: pp. 463-480
22. Illegality and Immorality: pp. 481-500.
23. Unconscionability: pp. 501-514.
24. The statute of frauds: pp. 514-533.
25. Parol evidence rule: pp. 537-562 (omit *Dannan Realty*).
26. Interpretation: pp. 568-584.
27. Ambiguity; Interpretation under the UCC: pp. 585-609.
28. Constructive conditions of exchange: pp. 613-624.
29. Express conditions: pp. 624-636.
30. Warranty: pp. 649-669.
31. Substantial performance: pp. 670-678 (including *Jacobs & Young v. Kent*).
32. Perfect tender: pp. 678-687, *Bartus v. Riccard*.
33. Unilateral mistake: pp. 691-710.
34. Mutual mistake: pp. 710-727.
35. Impossibility and impracticality I: pp. 729-738, *Carroll v. Bowersock*.
36. Impossibility and impracticality II: pp. 738-759.
37. Frustration: pp. 759-772.

¹All assignments are to Robert E. Scott & Jody S. Kraus, *Contract Law & Theory* (5th ed. 2013). We will cover *two* assignments per class. Supplemental cases are available on the course web page.

38. Anticipatory repudiation: pp. 775-797 (omit *Hochster v. de la Tour*).
39. Damages for Anticipatory Repudiation: pp. 798-811.
40. Insecurity: pp. 811-829.
41. Installments Contracts: pp. 829-839.
42. The Coase theorem and efficient breach: pp. 100 (Note 3)-108, 90-94.
43. Expectancy: pp. 841-856.
44. Specific performance: pp. 857-865, 108-115.
45. Reliance damages: pp. 865-877.
46. Restitution: pp. 877-887.
47. Limitations: pp. 907-920.
48. Foreseeability: pp. 115-124, 921-929.
49. Duty to mitigate: pp. 929-941.
50. Liquidated damages: *Wassenaar v. Towne Hotel*, pp. 941-947, 953-956.