

CONTRACTS READINGS: FALL 2020

CLASS	READINGS	TOPICS COVERED
Introduction	pp. 1-18	Introduction to Contract Law; Primary and Secondary Authority
Class 1	pp. 35-46	Ingredients of Contract Formation; Mutual Assent
Class 2	<i>Lucy v. Zehmer</i> (TWEN); <i>Morales v. Sun Constructors</i> (TWEN – read for class discussion)	Mutual Assent (cont'd)
Class 3	pp. 46-51	Mutual Assent/Jokes; Advertisements; Offer
Class 4	pp. 51-60	Offer; Revocation; Counter-Offer; Other Rules Related to Offer
Class 5	<i>Cantu v. Central Education Agency</i> (TWEN); pp. 265-266, 270-274; pp. 294-296	Rules Pertaining to Acceptance; Irrevocability of Offers (Option Contract, Detrimental Reliance, Firm Offer Rule)
Class 6	<i>Patterson v. Pattburg</i> (TWEN); pp. 60-66	Offer & Acceptance in Unilateral Contracts
Class 7	pp. 147-154; pp. 163-174	Contract Formation Under Article 2; Battle of the Forms (Common Law Approach)
Class 8	pp. 174-183	Battle of the Forms (Article 2, §2-207 Approach)
Class 9	pp. 184-191	Battle of the Forms (Article 2, §2-207 Approach) (cont'd)

Class 10	<i>Baer v. Chase</i> (TWEN); pp. 77-86	Certainty of Terms; General Uncertainty; Agreements to Agree
Class 11	pp. 86-95; pp. 101-102	Certainty of Terms; Formal Contract Contemplated; Brief Introduction to Consideration
Class 12	pp. 102-115	Benefit-Detriment View of Consideration; Bargained-For Exchange View of Consideration
Class 13	pp. 115-120; <i>Allegheny College v. National Chautauqua County Bank</i> (TWEN); pp. 129-139	Gifts; Adequacy of Consideration
Class 14	<i>De Los Santos v. Great Western Sugar Company</i> (TWEN); pp. 120-190; <i>Fiege v. Boehm</i> (TWEN)	Illusory Promises; Past Consideration; Pre-Existing Duty; Forbearance From Suing
Class 15	pp. 225-226; pp. 228-236; pp. 237-246; <i>Wright v. Newman</i> (TWEN)	Promissory Estoppel
Class 16	pp. 247-255; <i>Shoemaker v. Commonwealth Bank</i> (TWEN); pp. 274-284; pp. 285-293	Promissory Estoppel (cont'd); Distinguishing Between Promissory Estoppel as a Substitute for Consideration and Keeping Offer Open Because of Detrimental Reliance
Class 17	pp. 296-297; pp. 307-308; <i>Bailey v. West</i> (TWEN); <i>Nursing Care Services Inc. v. Dobos</i> (TWEN)	Restitution
Class 18	pp. 309-327 (Note: for <i>Watts</i> , read only Intro, Part I, V, VI); <i>Lewis v. Lewis</i> (TWEN)(read critically with a view to seeing	Restitution (cont'd)

	where the court strayed from the doctrine of restitution)	
Class 19	pp. 327-340; pp. 345-356	Promissory Restitution; Statute of Frauds
Class 20	pp. 357-368; pp. 380-390	Statute of Frauds Exceptions; Article 2 Statute of Frauds and Exceptions
Class 21	PER Handout; pp. 427-429	Parol Evidence Rule
Class 22	pp. 429-437; <i>Myskina v. Conde Nast</i> (TWEN); pp. 451-460	Parol Evidence Rule (cont'd); Exceptions to Parol Evidence Rule
Class 23	<i>Mitchell v. Lath</i> (TWEN); <i>Ritter v. Grady</i> (TWEN); <i>Pacific Gas & Electric Co. v. Thomas Drayage & Rigging</i> (TWEN)(skim for general statement of law and policy); <i>Trident Center v. Connecticut General Life Insurance</i> (TWEN)(skim for general statement of law and policy)	Exceptions to Parol Evidence Rule; Interpretation
Class 24	<i>White City Shopping Center v. PR Restaurants</i> (TWEN); pp. 404-406 (Note 3); pp. 408-416; <i>Is a Burrito a Sandwich?</i> Article (TWEN – read for class discussion)	Interpretation; Maxims of Interpretation
Class 25	pp. 416-427; 481-491	Doctrine of Reasonable Expectations; Implied Terms