

Syllabus for Contracts I
Fall 2007
Professor Byrne

1. Materials to be used for class are:

(a) Class Materials

The case materials are contained in Farnsworth & Young, *Contracts* (6th Ed., 2001) which is available at the bookstore.

From time to time supplementary materials will also be provided.

(b) Statutes and Restatements

We will regularly have recourse to the American Law Institute's Restatement of Contracts (Second) and Uniform Commercial Code Article 2 (Sales). They are contained in *Restatement 2d Contracts & US UCC Article 2: Second Edition* published by the Institute of International Banking Law & Practice and available at the bookstore.

Download the United Nations Convention on Contracts for the International Sale of Goods: www.unidroit.org/English/Principles/Contract/main.htm.

These materials may be taken into the examination and the questions will be based on the assumption that the student has access to them during the examination.

(c) Supplementary Materials

It is also suggested that the student find and have recourse to a reliable source of model clauses or contract forms for reference. The law library contains several. Such clauses may not, however, be brought into the examination.

There are a number of treatises, study aids, and professional tools available to assist your understanding of contracts and the law of sales. Two well known examples are Farnsworth, *Contracts* and Rohwer and Skroki, *Contracts* (5th Ed. 1997).

2. Objectives

Contracts is a two part course. The purpose of part one is to expose the student to the following principal doctrines upon which the law of volitional obligations is based: the nature of contracts, consideration, past consideration, alternatives, executory contracts, offer and acceptance, formalities, capacity, unfairness, overreaching, unconscionability, and illegality. While the course treats traditional

bilateral relationships, its focus will be on the broad array of relationships, including commercial relationships governed by UCC Article 2 with some incidental attention to consumer relationships.

The goals of the course are to acquaint students with principles of analysis of specific problems and issues, drafting, comprehension of the law of a particular case, formulation of a synthesis of related case law in regards to a particular issue, and utilization of the Uniform Commercial Code.

3. Exercises

In addition to preparation of class assignments, the following exercises will be assigned:

- 1) Drafting contract clauses. (Ongoing with each unit.) Students will be required to draft and submit a contract. The class scheduled for Tuesday 23 October will be allotted to this exercise. Moreover, during both semesters, students will be encouraged to correct the contract or to redraft relevant clauses related to the unit that is being studied. This contract as amended may be brought into the examination both semesters.
- 2) Attendance at a judicial session or the equivalent and preparation of a written report.

As a class assignment and in lieu of a class, you are to attend one session of a trial or hearing or the functional equivalent involving a commercial matter (and preferably a contract issue). To this end,

- a) You are to identify a relevant case. You may do so at any court, federal or state, regardless of the location. You must determine how to access the court calendar.
- b) You are to examine the record of the case filed with the clerk.
- c) Ideally, you will attend the hearing personally and not rely on the report of another.
- d) To record your efforts, you must submit a one page statement identifying the name and number of the case, the court in which it was heard, the cause of action, the procedural posture of the case, the particular aspect which you observed, and your observations.

Please note that this exercise does not justify absence from class in another course.

- e) Those unable to attend a hearing should propose in writing an acceptable alternative.
 - f) The assignment is due by the last class for the spring semester.
- 3) These exercises are the equivalent of one class session each. Failure to complete them may result in the reduction of a grade by one point as permitted under the Academic Regulations.

4. Grades & Examination

Grading will be based upon a two hour final examination which will take place as scheduled on 18 December 2007, beginning at 12:00 Noon (12.00 hours).

The examination will (1) fairly reflect the material treated in the course; (2) test skills of organization of facts, analysis and statement of issues, and their resolution; (3) test theoretical knowledge, practical skills and the ability to address specific problems in a successful manner; and (4) test ability to function and perform under time pressure.

The examination will consist of multiple choice and essay questions in a proportion to be determined.

For the essay portion, where a problem is given, a superior answer will not only state applicable rules and identify issues, but will apply the rules to the issues in the context of the factual problem to obtain a principled resolution.

A correct multiple choice answer will be the best answer among the choices given.

The examination will require familiarity with the doctrinal materials covered relating to the reading assignments whether or not discussed in class, the matters covered in class, relevant provisions of current Articles 1, 2, and 2A of the Uniform Commercial Code as well as the Restatement (Second) of Contracts, any designated state and federal statutes from the statutory supplements, the United Nations Convention on the International Sale of Goods, and the UNIDROIT Principles.

If the Law School makes available a program of computerized examinations, students may use it. If computerized examinations are permitted, students will be advised by the Records Office regarding details.

Examination Review. No student may communicate about the examination with the instructor before the grade key is released. All examination reviews will be conducted according to a written procedure that will be posted. Interviews with the instructor will only be given pursuant to this procedure.

5. Materials permitted to be Taken into Examination

Only the following materials may be taken into the examination: *Restatement 2d Contracts and U.S. UCC Article 2*, the text of the UN Sales Convention (should you download it), the UNIDROIT Principles, and other statutory handouts, if any. In order to facilitate consultation of UCC Article 2 or the Restatement 2d Contracts, a physically separate photocopy of their Table of Contents may be made and used. In addition, the contract as revised by the student may be brought into the examination. No other materials may be brought into the examination.

These materials may be annotated. “Annotated” means the emphasis of certain portions of the material or its explanation in the material itself by cross-references to other statutory or regulatory provisions, by a comment or gloss, or by reference to a case or hypothetical. The focus of the annotation should be on the meaning of the particular provision or section being annotated. The insertion in the statutory material of outlines, extensive lists of questions and answers, or general information does not constitute an annotation which may be used on the examination.

Any questions regarding the meaning or interpretation of this policy must be given to the instructor in writing so as to avoid confusion and all answers (as well as questions) will be publicly posted. So as to permit all students to benefit from this process, the deadline for such questions is one day prior to the last class for the semester.

6. Class Participation, Assignments, & Outside Assignments

It is expected that students will be regularly prepared for class as part of the attendance requirements. Reading assignments will be given in class and posted from time to time. The assignments will focus on the pages on which the cases appear but students would be well advised to read accompanying textual material as well. Preparation includes the completion of class assignments.

As indicated above, failure to complete an assignment may result in lowering of a grade in accordance with applicable Academic Regulations.

7. Attendance

A seating chart will be circulated at the first class. Please select a seat. Attendance will be taken at the beginning of each class based on this chart. Any student not seated in the seat selected at the time class is scheduled to begin will be marked absent. Anyone coming to class after attendance has been taken is responsible after class for advising the instructor of his or her presence. At the discretion of the instructor, an attendance sheet may be circulated for signature in which case it is governed by the Honor Code and only the student named may indicate his or her presence by signing.

At least two questions from the examination will be taken from material covered in class and not reflected in the text or materials handed out. There is no need to request permission or to inform the instructor regarding an absence.

The maximum number of absences permitted will be allowed for this course under law school regulations. As it is assumed that all students will conduct themselves as professionals, there is no need to advise the instructor in advance of an absence.

Cancelled classes will be announced in advance in class whenever possible and notices posted in accordance with University policies in addition to TWEN. To the extent possible, make up classes will be scheduled as extensions of regularly scheduled classes. Please be prepared to discuss possible make up classes at the first class session.

8. Notices

Notices will be posted in accordance with Law School regulations. In addition, TWEN will be utilized to send notices to students. If you do not receive such notices, it is your responsibility to contact me. If your email address changes, it is your responsibility to change it in the TWEN system.

9. Office Hours and Individual Appointments

Professor Byrne plans to remain in the classroom for one half hour after each class unless. He will answer questions and provide general comments on law school and study techniques. Students are not required to attend this after class session.

Professor Byrne is also available by appointment. He can be contacted through Ms. Yen Kha, his Faculty Secretary at (703) 993-8065.

- 10. Topics to be studied:**
- The Nature of Contracts
 - Enforceability
 - Bargained Exchanges
 - Consideration
 - Past Consideration
 - Alternatives to Consideration:
 - Reliance & Promissory Estoppel
 - Restitution
 - The Scope of UCC Article 2
 - Using the Restatement (2d) of Contracts
 - Executory Contracts
 - Unilateral & Bilateral Contracts
 - The Role of Intent
 - Offer & Acceptance
 - Termination of Acceptance Power
 - Form Contracts & Variation of Acceptance
 - Pre Contractual Liability

Definiteness
Formalities: signed writing
Capacity
Unfairness
Overreaching
Misrepresentation
Unconscionability

11. Pace of Class Reading Assignments

The class will be conducted with a view toward mastery of concepts and techniques rather than coverage of preset materials at a preordained pace. To assist students in estimating coverage, a tentative schedule of readings will be posted but they are subject to modification. Any changes to the assignment for the next class will be announced at the end of each class and sent via TWEN to the email account that you register with it. Special assignments or those due to be submitted will be both announced in class and posted.

[6 August 2007]