

**Prof. Andrew Chin**  
Law 204(1)

**Fall 2019 Syllabus**  
University of North Carolina School of Law  
Room 4004, WThF 1 – 2:15 (4 credit hours)

## **CONTRACT LAW**

### **Description**

A comprehensive survey course, Contracts introduces students to all aspects of contract law, both at common law and under the Uniform Commercial Code. The course covers contract formation, consideration, formal requirements and other aspects of enforceability, interpretation, effects of unforeseen circumstances, express and implied conditions, contract remedies, rights of third parties, and quasi-contract.

### **Teaching Approach**

My classroom instruction employs a combination of lecture and Socratic questioning, with the aim of providing the conceptual scaffolding necessary for you to engage the material before inviting you to inform the discussion. My aim in questioning you is to provoke critical thinking, self-directed learning, and a search for the connections between the detailed facts of a case and the deeper principles it illustrates. Eventually, such questioning should become a habit of mind, so that you will independently be able to incorporate legal materials efficiently and critically into your knowledge base and work product.

### **Casebook, Supplement, and Additional Materials**

Casebook: Charles A. Knapp, Nathan M. Crystal, Harry G. Prince, PROBLEMS IN CONTRACT LAW: CASES AND MATERIALS (9th ed. 2019) (ISBN: 9781543801477)

Supplement: Charles L. Knapp, Nathan M. Crystal, Harry G. Prince, Keith A. Rowley, RULES OF CONTRACT LAW, 2019-2020: SELECTIONS FROM THE RESTATEMENT (SECOND) OF CONTRACTS AND OTHER RESTATEMENTS, THE UNIFORM COMMERCIAL CODE, THE CISG, AND THE UNIDROIT PRINCIPLES (ISBN: 9781454894520) (2017-2018 or later editions are also acceptable)

Additional materials will be distributed via the course Web page at <http://unclaw.com/chin/teaching/contract/>.

### **Prerequisites**

None.

### **Grading**

There will be a three-hour open book, open note final examination, which will be graded in accordance with the Law School's first-year curve. Past examinations are available via the Law Library Web site and My Carolina Law.

Your participation grade will be A+, which will count for between 0% and 20% of your final grade, based on the overall quality of your participation via in-class discussion. (High-quality participation reflects time, effort and study on *your* part.) If there is an occasional day when you are unprepared, please ask me in person **before class** and I will avoid calling on you.

The examination likely will consist of three or four questions, at least one of which will involve some discussion of theoretical and policy issues, and the remainder of an issue-spotting variety similar to the assigned problems.

## **Attendance**

The School of Law's attendance policy requires students to attend 80% of class sessions. For the full policy, see <http://www.law.unc.edu/academics/policies/evaluation/attendance/default.aspx>

To be counted as present for each session, it is your responsibility to ensure that you have signed the sign-in sheet before I leave the classroom. An email will **not** suffice, and you should not assume that I have made a note of any late arrivals.

The names of students who have accumulated seven or more absences during the semester will be brought to the attention of the Associate Dean for Academic Affairs. You are responsible for managing your absences and ensuring that your total number of absences does not reach this threshold. You may email me in advance regarding excusable absences, but any excused absences will still count toward the threshold and will be subject to review. Absences, excused or unexcused, below the threshold level will not affect the weighting of your participation grade in any way.

## **Honor Code**

The Honor Code is in effect in this class and all others at the University. I am committed to treating Honor Code violations seriously and encourage all students to become familiar with its terms set out at <http://instrument.unc.edu>. If you have questions, it is your responsibility to ask me about the Code's application. All exams, written work and other projects must be submitted with a statement that you have complied with the requirements of the Honor Code in all aspects of the submitted work. The Honor Code also applies to registering your attendance and reporting your absences via My Carolina Law as described above.

## **Use of Information Technology**

Do not use your computer, smart phone, e-reader or similar device in a way likely to distract others. This includes browsing to Web sites unrelated to antitrust law, chat rooms, e-mail, or other uses not related to note-taking for class or viewing of course materials.

## **Office Hours**

Room 5079, (919) 962-4116, [chin@unc.edu](mailto:chin@unc.edu). Wednesday 12-1 by appointment; Fridays 2:15-3:15 drop-in; other times if my door is open or by appointment. For appointments, email is preferred. Please do not rely on voicemail for time-sensitive matters.

## **Secretary**

Samantha Owen, Faculty Support Center, Room 5125.

## **Rescheduled Classes**

Classes will meet per the Law School's official academic calendar, subject to cancellations and makeups that may be announced with ample notice. Dates of class meetings are listed on the attached **Table of Topics and Reading Assignments**.

## TABLE OF TOPICS AND READING ASSIGNMENTS

The principal cases are listed for your convenience; however, you are also responsible for all cases and materials on the pages listed, whether or not they are covered in class.

#	Date	Topic and Principal Cases	Pages	UCC	Problems
<b><i>How will any disputes arising from the contract be resolved under the law?</i></b>					
<i>Chapter 1: An Introduction to the Study of Contract Law</i>					
1	8/28	What is “contract law”?	1-18		1-1(b)(2, 4, 7, 9)
<b><i>Was a contract formed?</i></b>					
2	8/29	Contract law through two case studies <i>Allen; Meyer</i>	18-34		Review Questions
<i>Chapter 2: The Basis of Contractual Obligation: Mutual Assent and Consideration</i>					
3	8/30	The objective theory of contract <i>Ray</i>	35-46		
4	9/4	Offer and acceptance in bilateral contracts <i>Loneragan; Normile</i>	46-60		
5	9/5	Offer and acceptance in unilateral contracts <i>Cook</i>	60-66		
6	9/6	The “agreement to agree” <i>Walker; Quake</i>	77-99		2-2
7	9/11	Consideration I <i>Hamer, Pennsy</i>	101-115		
8	9/12	Consideration II <i>Dougherty; Plowman; Dohrmann</i>	115-139		
9	9/13	UCC: Mutual assent; revocation <i>Jannusch; Styberg</i>	147-161; 294-296	§§ 1-103; 2-203 to 2-206	
10	9/18	UCC: The “battle of forms” <i>Princess; Brown</i>	163-184; 190-193	§ 2-207	
11	9/19	Electronic and “layered” contracting <i>DeFontes; Long</i>	195-219		

<b><i>Did another course of conduct (especially by the defendant) give rise to an enforceable obligation of performance?</i></b>					
<i>Chapter 3: Liability in the Absence of Bargained-For Exchange: Reliance on Gratuitous Promises, Unaccepted Offers, and the Principle of Restitution</i>					
12	9/20	Promises within the family; charitable subscriptions <i>Harvey; King</i>	225-226; 228-246		
13	9/25	Promises in a commercial context <i>Katz; Areves</i>	247-265		
14	9/26	Option contracts, offeree reliance, and statutory limitations on revocation <i>Berryman; Baird; Drennan</i>	265-284		
15	9/27	Restitution in the absence of a promise I <i>Credit Bureau; Commerce Partnership</i>	296-315; 340-341		3-4
16	10/2	Restitution in the absence of a promise II; promissory restitution <i>Watts; Mills; Webb</i>	315-342		3-5
<b><i>Was the contract enforceable?</i></b>					
<i>Chapter 4: The Statute of Frauds</i>					
17	10/3	Scope and application <i>Crabtree; Beaver</i>	345-368		
	10/11	Practice Exam			
18	10/16	Sales of goods under UCC § 2-201 <i>Alaska; Buffalo</i>	368-377; 380-390	§ 2-201	
<i>Chapter 7: Avoiding Enforcement: Incapacity, Bargaining Misconduct, Unconscionability, and Public Policy</i>					
19	10/23	Minority and mental incapacity <i>Dodson</i>	390-391; 571-578		4-2; 7-1
20	10/24	Duress and undue influence <i>Sparrow; Totem</i>	579-601		
21	10/25	Misrepresentation and nondisclosure <i>Syester</i>	610-622		
22	10/30	Unconscionability and public policy <i>Williams; Valley</i>	638-650; 681-695	§ 2-302	

<b>What was the substance of the agreement?</b>					
<i>Chapter 5: The Meaning of the Agreement: Principles of Interpretation and the Parol Evidence Rule</i>					
23	10/31	Interpretation I <i>Joyner</i>	395-407	§ 1-303	
24	11/1	<i>Frigaliment; C&amp;J</i>	408-427		
25	11/6	The parol evidence rule <i>Thompson; Taylor</i>	412-435	§ 2-202	5-1
<i>Chapter 6: Supplementing the Agreement: Implied Terms, the Obligation of Good Faith, and Warranties</i>					
26	11/7	The rationale for implied terms <i>Wood; Leibel</i>	481-492	§§ 2-306, 2-309	
27	11/8	Good faith I <i>Seidenberg; Morin (time permitting); Locke</i>	492-523		
29	11/13	Warranties <i>Bayliner</i>	546-558	§§ 2-313 to 2-318	6-3
<b>What is the nature of the alleged breach?</b>					
<i>Chapter 9: Consequences of Nonperformance: Express Conditions, Material Breach, and Anticipatory Repudiation</i>					
31	11/14	Express conditions <i>EnXco</i>	803-818	Restatement § 237	
32	11/15	Material breach <i>Jacob</i>	829-841		
33	11/20	Anticipatory repudiation <i>Flatt; Hornell</i>	849-867	§§ 2-609 to 2-611	
<b>What defense is offered in response?</b>					
<i>Chapter 8: Justification for Nonperformance: Mistake, Changed Circumstances, and Contractual Modifications</i>					
34	11/21	Mistake <i>Lenawee; BMW</i>	719-741		
35	11/22	Impossibility, impracticability and frustration <i>Hemlock</i>	741-757; 768-769		8-1

***What remedy is appropriate?***

*Chapter 10: Expectation Damages: Principles and Limitations*

36	11/26	Computing the value of plaintiff's expectation <i>Crabby's; Handicapped Children's; American Standard</i>	873-901		
TBA		Review			