

# LAW 7107-01 CONTRACTS I

## SYLLABUS

Prof. Bell  
Fall 2013

### **COURSE DESCRIPTION AND OBJECTIVES**

Contract law providing a fundamental framework for our social world, turning mutual consent into binding obligations. Contracts I & II cover the fundamentals of the topic, as embodied in the Restatement of Contracts (2nd), Article 2 of the Uniform Commercial Code, and other legal authorities. Topics covered this semester, in Contracts I, include:

- the bargaining process (with particular emphasis on offer and acceptance);
- the basis for enforcing promises (with particular emphasis on consideration and promissory estoppel);
- the requirement of a writing (with particular emphasis on the statute of frauds); and
- policing the bargain.

Together with Contracts II, Contracts I should prepare you to analyze a wide variety of contract law issues at a general level. Dealing with particular types of contracts, such as intellectual property licenses or commercial leases, may require additional and specialized study. Both classes will also polish your legal reasoning skills and introduce you to some of the practical and ethical concerns of working attorneys.

### **GRADING**

A final exam of essay and multiple-choice questions will count for 75% of your grade for the course. The essay portion will predominate and will be partially closed-book; you will be allowed use your casebook, any material that I or the academic fellow handed out for the course, and any notes that you or your study group prepared. The multiple-choice part of the exam will be closed-book. A similarly formatted mid-term exam will count for 25% of your course grade.

Your class participation may also affect your grade. I will throughout the semester call on students at random to ask questions about the assigned materials and related hypothetical problems. If you are not prepared to engage in such a discussion you may elect to pass. There is no penalty for passing once, but any student who elects to pass more than once or who fails to pass but exhibits inadequate preparation will lose .1 points from his or her final grade each time.

### **HOW TO CONTACT ME**

I encourage you to contact me if you have questions or comments about what we discuss in class or about law school in general. Look for me in my office, room 438, each

Tuesday and Thursday from 8 a.m. until 10:00 a.m., and each Tuesday from 2:30 until 5 p.m. I'm often also available at lunch on those days. Meetings sometimes intervene, so I suggest you make an appointment if you want to be sure to catch me in. You can also reach me at 714/628-2503 or [tbell@chapman.edu](mailto:tbell@chapman.edu). On the appropriate Blackboard site and at [www.tomwbell.com/teaching.html](http://www.tomwbell.com/teaching.html) you can find course documents, study materials, and past exams.

## READING ASSIGNMENTS

This syllabus sets forth the readings assigned from the course's sole required text, Farnsworth, et al., Cases and Materials on Contracts (8th ed. 2013). You may find the optional text, Selections for Contracts (2013), useful as a reference. Please note that while I will make a good faith effort to follow this syllabus, I reserve the right to change it during the semester.

<u>class #</u>	<u>assignment</u>	<u>(# of pages)</u>
<b>I.</b>	<b>Introduction and Overview</b>	
Class 1:	pp. v-vi, li-2, 125-26, 140-41, 156-57, 273-74, 339-340	(10)
<b>II.</b>	<b>The Bargaining Process</b>	
Class 2:	pp. 126-29, 136-40	(8)
Class 3:	pp. 140-56	(16)
Class 4:	pp. 156-70	(14)
Class 5:	pp. 170-84; <b>hand in found contracts</b>	(15)
Class 6:	pp. 184-99	(15)
Class 7:	pp. 199-210	(11)
Class 8:	pp. 210-21	(11)
Class 9:	pp. 221-34	(14)
Class 10:	pp. 234-52	(18)
Class 11:	pp. 258-66	(8)
<b>III.</b>	<b>The Basis for Enforcing Promises</b>	
Class 12:	pp. 1-10, 14-21	(17)
Class 13:	pp. 21-24, 27-41	(17)
Class 14:	pp. 41-58	(18)
Class 15:	pp. 58-75	(17)
Class 16:	<b>Midterm Exam</b> (Thursday, Oct. 10)	(0)

	Class 17: pp. 76-86	(10)
	Class 18: pp. 86-97	(10)
	Class 19: pp. 97-106, 111-12	(11)
	Class 20: pp. 112-23	(11)
<b>IV.</b>	<b>The Statute of Frauds</b>	
	Class 21: pp. 273-81, 287-92	(14)
	Class 22: pp. 292-03, 308-10	(14)
	Class 23: pp. 310-15, 322, 326-29, 333-37	(13)
<b>V.</b>	<b>Policing the Bargain</b>	
	Class 24: pp. 339-41, 346-56	(13)
	Class 25: pp. 356-70	(15)
	Class 26: pp. 371-87	(16)
	Class 27: pp. 387-98, 400-03	(14)
<b>VI.</b>	<b>Review</b>	
	Class 28: (review)	(0)

## ADMINISTRATIVE NOTICES

My employer requires my syllabus to include the two notices below. It does so for good reason, given applicable law, and so I comply. I here object, however, to the salient deficiencies and ultimately unconstitutional foundations of the statutes, regulations, or public policies that compel my employer and, through it, me to include these notices.

**Learning Outcome Assessment:** The law school has designated three learning outcomes as important for all students: legal analysis, legal writing, and client representation. This course focuses on legal analysis of statutes, cases, persuasive codifications, and uniform laws. It also includes consideration of how to practice law professionally and ethically.

**Accommodations:** In compliance with ADA guidelines, students who have any condition, either permanent or temporary, that may affect their ability to perform in this class are encouraged to contact Associate Dean of Student Affairs and Administration Jayne Kacer or the University Disability Services Office. Dean Kacer is located in the law school Dean's Suite and can be reached at [kacer@chapman.edu](mailto:kacer@chapman.edu) or 714-628-2641. You also may contact the Office of Disability Services at 714-516-4520 or [www.chapman.edu/disabilities](http://www.chapman.edu/disabilities). If your request for an accommodation is granted, please discuss with your professor *only* those accommodations that relate to classroom learning, e.g., the need to sit in a special location, audio taping, etc. Because exam grading is anonymous, please do not discuss with your professors any accommodations related to exams. These accommodations will be handled by the Registrar's Office. The granting of any accommodation will not be retroactive and cannot jeopardize the academic standards or integrity of the course.