Welcome to Contracts, and to your first semester of law school!

I realize that “contract law” may sound daunting, and perhaps boring to some of you. The good news, however, is that you have more experience with contracts than you may realize – and contract law can be fun!

We form contracts on a daily basis, and often modify and break contracts without even realizing it. We continually weigh the costs and benefits of our decisions, and negotiate deals that reflect our perceptions of what is most valuable. Contracts are not merely commercial legal constructs. Instead, they are very familiar. During the semester, take note of the various contract issues you encounter in your daily lives.

Contract law also is fairly rational and equitable. It aims to produce results that both “make sense” and “seem fair.” This also means that it encompasses complex webs of law and theory enmeshed in economic and social policies. On one level, contracts often reflect economic decisions based on the “dollars and cents” relative to a particular deal. Contracts are also highly human and relational in that we often make contracting decisions based on our instincts and relationships. Indeed, very different considerations may drive one’s decision to buy a Dell computer versus one’s decision to permit an ex-spouse to have visitation rights under a child custody agreement.

During the semester, we will focus on learning basic contract law through the economic, political, and social lenses that shape the law. In addition, we will learn both common and statutory law governing contracts and sales. We will spend the bulk of our time, however, on common contract law that judges have developed over time through judicial opinions. This means that we will read and analyze judicial opinions excerpted in your casebook for this course.
We will also learn statutory sales law under the Uniform Commercial Code (UCC) Article 2. It is important to note that the UCC is uniform model legislation that policymakers develop and propose for adoption by individual states. Accordingly, the uniform version of the UCC reprinted in your supplement is not “law” per se. Instead, the UCC is only law to the extent that states adopt it. For example, the bulk of UCC Article 2 is law in Missouri because the Missouri legislature adopted it. However, you should be aware that Missouri law may diverge from the uniform version in some areas. Moreover, you must always research a particular state’s law when practicing in that state instead of simply relying on the uniform version of the UCC. We as lawyers must learn how to read and apply statutes, with an acute awareness that statutes may change and one must consult the most current version.

Additionally, we will consult the Restatement 2nd of Contracts, parts of which are included in your supplement. Note, however, that the Restatement is not a statute. It is not enacted law. Instead, the Restatement is an encapsulation of general laws as perceived and filtered by the Uniform Laws Commissioners. It can be very helpful in studying Contracts, and you also may benefit from consulting the illustrations in the full Restatement 2nd located in the library.

Above all, I look forward to working with you! Please do not hesitate to talk with me about your questions and concerns. I love Contract Law, and hope to show you how much fun it can be. Moreover, learning is an interactive process, and I am here to help you through that process.

Learning Outcomes:
This course a year-long examination of contract law. The course will increase your knowledge regarding the legal requirements and effects of contracts in varied exchange contexts. The course will also increase your understanding of the values embraced by contract law and the relational nuances of contract law and deal-making. Additionally, you will gain a broad understanding of the role of contracts in problem-solving.

More specifically, this course is structured to accomplish the following goals, objectives, and outcomes (including, but not limited to, this list):

- Increase your understanding of lawyers’ roles in contracts and deal-making;
- Acquire understanding of the building blocks of contracts and underpinnings of contract law, including offer, acceptance and consideration;
- Learn the reasons for contract enforcement and how to apply contract law “rules” to advance the functions of contract law;
- Enhance your appreciation for the Uniform Commercial Code (UCC) as opposed to the Restatement and the differences between statutory and common law in the context of contract law;
- Understand basic rules and concepts of damages law, as applied to contract law;
- Further your curiosity to critique contract law, and place contracts in context (“in-action”) to question how contract law advances, or fails to advance, social justice and/or efficiency;
Explore how technology is changing contract law and practice

Class Schedule:
Class will meet in HH Room 7 at 9:30-10:50 on Tuesday and Thursday. This gives us an extra five minutes for each class to make up for 2 missed days of class. Accordingly, we will have no class on November 13 & 15, as I must be out of town for presentations.

Required Materials:
The casebook for this course is McGovern, Lawrence & Hull, Contracts and Sales: Contemporary Cases and Problems (3rd ed. 2013). You must obtain its companion 2013 Selected Rules of Contract Law by the same authors. In addition, I will distribute additional materials via handouts in class and/or TWEN. It is essential that you register for the website for this class on TWEN.

Library Resources:
The library also has various study aids in its reserve and you should ask in the library for their location. Additionally, the online database of study aids you learned about from the library is helpful. Please ask in the library for details! These are great resources you have available, usually at no cost to you.

Office Hours:
I will hold office hours on Tuesdays 3-4:30. Also, I am happy to meet by appointment. It is my pleasure to answer your questions and assist you in learning!

Participation and Attendance:
Class attendance, preparation and participation are essential. Your contribution to this class will enhance everyone’s course experience. Note also that American Bar Association rules require “regular and punctual class attendance” of students. Attendance is very important because much of the learning happens in class. No distinction is made between excused or unexcused absences. You may miss three classes without penalty. Upon the fourth absence, you will be penalized three points. Upon the fifth absence, you will be subject to being dropped from the class. Grades may be reduced for repeated tardiness after I have provided a warning in person or by email.

It is also essential to be prepared. To be prepared, you must have read the entire assignment, made a good faith effort to think about the issues, and answer questions. I am not seeking perfect answers, but you must be willing and able to discuss the material, including material assigned for that day as well as related material from previous assignments.

Note also that I will assign Problems from the book as indicated in the syllabus. You should carefully prepare the Problems assigned, as you may be asked to serve as counsel for the parties in the Problems during class. It will be to your benefit to also use the Problems as you work with others outside of class to learn the material. These
Problems help prepare you for the type of analysis you will do for the exam and in practice. Consider the various arguments applicable to the fact patterns, and the questions you would ask a client in these contexts. You also should consult cases cited in the Problems, as that will assist you in responding to questions that emanate from these Problems.

Because participation is very important to your learning, I wish to acknowledge students’ special effort and contribution to the class. Therefore, I will add from 1 to 5 points to the final grade of those who participate consistently and thoughtfully in class discussion. This can make a significant difference considering the enforced and mandatory curve! Note also that participation and attention to the Problems will be very important in assessing these points.

**Intellectual Pluralism**

The School of Law community welcomes intellectual diversity and respects student rights. Students who have questions concerning the quality of instruction in this class may address concerns to either the Dean or Director of the Office of Student Rights and Responsibilities (http://osrr.missouri.edu). All students will have the opportunity to submit an anonymous evaluation of the instructor at the end of this course.

**Academic Integrity**

Academic integrity is fundamental to the activities and principles of the School of Law. All members of the law school community must be confident that each person's work has been responsibly and honorably acquired, developed, and presented. Any effort to gain an advantage not given to all students is dishonest whether or not the effort is successful. The law school community regards breaches of the School of Law’s Honor Code as extremely serious matters. In the event that you violate our Academic Integrity rules on any portion of the work required for this class, you may expect a failing grade in this course as well as possible disciplinary sanctions ranging from probation to expulsion. When in doubt about plagiarism, paraphrasing, quoting, collaboration, or any other form of cheating, consult the course instructor.

**Disabilities**

Please let the Associate Dean for Academic Affairs know as soon as possible you anticipate barriers related to the format or requirements of this course; you have emergency medical information to share with me; or, you need to make arrangements in case the building must be evacuated.

If you require disability-related accommodations (such as a note taker, extended time on exams or captioning), please establish an Accommodation Plan with the Disability Center. The Center is located at S5 Memorial Union. Again, you should also contact the Associate Dean for Academic Affairs or the Law School’s Registrar, so that they can help coordinate any necessary accommodation.
Requirement of Consent for Redistribution of Recordings of Classes

University of Missouri System Executive Order No. 38 lays out principles regarding the sanctity of classroom discussions at the university. The policy is described fully in Section 200.015 of the Collected Rules and Regulations. In this class, students may make audio or video recordings of course activity unless specifically prohibited by the faculty member. However, the redistribution of audio or video recordings of statements or comments from the course to individuals who are not students in the course is prohibited without the express permission of the faculty member and of any students who are recorded. Students found to have violated this policy are subject to discipline in accordance with provisions of Section 200.020 of the Collected Rules and Regulations of the University of Missouri pertaining to student conduct matters. In addition, a violation may affect a student’s grade.

Course Web Site

This course will make use of a course web page through TWEN (The West Education Network). The syllabus and other required course materials will be posted on this website. I will also send email messages to the email account that you designate when you register with TWEN. It is your responsibility to check this account regularly (at least once a day) and to make sure that the account remains functional and is not too full to accept emails. Note also that I may post additional materials and class discussions on the site.

Exam and Grading:

Your grade for this course will be based primarily on a three-hour final exam, along with participation points as noted above that may total up to 5 extra points added to the final exam grade. Things you may bring with you to the exam include the required casebook and supplement, and any notes or outlines that you have prepared (alone or with a study group). This means you only may bring in an outline you helped prepare. You may not bring other books, treatises, nutshells, commercially prepared outlines, outlines from a friend, etc.

ASSIGNMENTS

*This syllabus is subject to change. Please do not read too far ahead of class.

*Please also note that the page numbers in the far right column refer to the casebook, but you also must read any sections of the Restatement 2nd of Contracts and/or the UCC Article 2 (reprinted in your Supplement) that are referred to in the casebook reading assignments. Also note that we are skipping certain cases and problems as noted.

Chapters 1 & 2: Introduction & Basis for Enforcement of Promises

<table>
<thead>
<tr>
<th>Tuesday August 21</th>
<th>Intro &amp; Contracts Basics</th>
<th>pp. 1-8 &amp; Contract Examples:</th>
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Welcome to the Class! I am looking forward to working with you!

Please bring to class a copy of a contract that you recently accepted, refused to accept, or otherwise obtained through the internet or other means. Redact or block-out any sensitive information if it is your personal contract. Please consider and be prepared to discuss:

- Did you read this contract before accepting it (if it is yours)?
- Why did you agree to this contract?
- Do you believe the contract is enforceable? Why or why not?
- What, if any, provisions are surprising, worrisome, confusing?

**Thursday August 23**

We will consider the famous case of *Hamer v. Sidway*! For those interested in diving into that case and obtaining greater context, please see *Chapter 6 of the West study aid, Contract Stories (by Douglas G Baird)* that is freely available on the MU study aid portal through the access instructions you received from the MU Law library.

**Tuesday August 28**

Consideration & Consideration Substitutes

*Skip: §2.02[B] & §2.03[A] (pp. 16-29) & skip In re Estate of Casey (pp. 33-34)*

pp. 13-32 through Prob. C

**Thursday August 30**

Promissory Estoppel Day 1

*Skip: Prob. D (p.34)*

pp. 34-44

**Tuesday September 4**

Promissory Estoppel Day 2

*Recap and Cover Prob. E*

*Be sure to study R2d 90 and follow up on the case cited in Prob. E!*

pp. 44-45

**Thursday September 6**

Implied in Law Contracts

*Skip: Probs. F & G (pp. 50-51)*

pp. 45-56

**Tuesday September 11**

*Contracts-in-Action Guest Speaker Matt McNamee* from the Office of the General Counsel

TBD as assigned by Mr. McNamee
for the UM System. He represents the university in transactional, real estate, business, contract, and in general corporate matters, and he also works on technology transfer and development issues. Before joining the office, McNamee was an attorney with Davenport, Evans, Hurwitz & Smith, L.L.P., in Sioux Falls, South Dakota, where he handled a wide range of matters, including real estate sales, purchases, development, and leasing; mergers and acquisitions; corporate, securities, and finance; business formation and planning; and general contract issues.

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<thead>
<tr>
<th>Date</th>
<th>Topic</th>
<th>Skip: Prob.</th>
<th>Pages</th>
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<tbody>
<tr>
<td>Thursday September 13</td>
<td>Offer</td>
<td></td>
<td>pp. 57-76</td>
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<tr>
<td>Tuesday September 18</td>
<td>Acceptance</td>
<td></td>
<td>pp. 76-81</td>
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<tr>
<td>Thursday September 20</td>
<td>Discrepancies Between Offer and Acceptance Pt I</td>
<td>Skip: Prob. C (p. 84)</td>
<td>pp. 81-90</td>
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<tr>
<td>Tuesday September 25</td>
<td>Discrepancies Between Offer and Acceptance Pt II</td>
<td></td>
<td>pp. 93-99</td>
</tr>
<tr>
<td>Thursday September 27</td>
<td>Modifications</td>
<td>Skip: Gilbert Steel (pp. 102-103), Mathis (pp. 110-112), Prob. B (p. 117)</td>
<td>pp. 101-118</td>
</tr>
<tr>
<td>Tuesday October 2</td>
<td>Express Warranties vs. “Puffing”</td>
<td></td>
<td>pp. 119-131</td>
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<td>Thursday October 4</td>
<td>Inchoate Agreements</td>
<td>Skip: Prob. B (pp. 145)</td>
<td>pp. 131-144</td>
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<td>Tuesday October 9</td>
<td>Implied Terms</td>
<td>Skip: Prob. C (p. 147)</td>
<td>pp. 145-158</td>
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<tr>
<td>Tuesday October 16</td>
<td>Mid-Term (Ungraded but important to take seriously for review of materials and exam-taking skills! This is to assist you!)</td>
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<td>Thursday October 18</td>
<td>Go over Mid-Term and Catch Up!</td>
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<tr>
<td>Thursday October 25</td>
<td>The Statue of Frauds Part II</td>
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<td>pp. 182-190</td>
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<td>Date</td>
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| Tuesday October 30 | **Great Contracts Class Costume Contest!**  
Guidelines to be discussed prior to this class.  
The festivities will be followed by a recap on UCC v. Common Law & Lingering Questions | Review and be ready to explain the holding of the case you represent! |
| Thursday November 1 | The Statute of Frauds Part III  
| Tuesday November 6 | The Statute of Frauds Part IV  
*Be sure to study the UCC SOF Provision!* | pp. 198 - 203                                             |
| Thursday November 8 | The Parol Evidence Rule  
*Skip: the rest of Ch. 6* | pp. 204-219                                               |
| Tuesday November 13 | **Study and catch up!** | |
| Thursday November 15 | **Study and catch up!** | |
| Tuesday November 20 & Thursday 22 | No Class! Enjoy Thanksgiving Break! | |
| Tuesday November 27 | **Primer on Smart Contracts & Technological Legal Disruptions ….sharing what I learned while presenting at conferences on law and technology before break** | TBD! |
| Thursday November 29 | **LAST DAY OF CLASS. CATCH UP & REVIEW.** | COME TO CLASS WITH QUESTIONS! |
| Exams! | Check Exam Schedule | Good Luck and Have a Wonderful Holiday Break! |