

Contracts – Fall 2024
Professor Andrew Dawson
LAW012 D (4 credits)
Room F402
MW 9:00-10:50 am

Office Hours

I will hold office hours from 2:00 – 3:00 pm on Fridays or by appointment. I encourage you to ask short, basic questions via e-mail.

Contact Information

Phone: (305) 284-8446

E-Mail: adawson@law.miami.edu

Course Materials

The required reading for this course is Situations and Contracts by William H. Widen. The readings from Situations and Contracts are all available to download from the course Blackboard page (courses.miami.edu).

There are many supplementary materials available for this course – study guides, treatises, commercial outlines. The ones I recommend, but do not require, are Concepts and Case Analysis in the Law of Contracts by Marvin A. Chirelstein and/or Examples and Explanations: Contracts by Brian A. Blum. Please note that an online copy of Examples & Explanations materials is available for free through the Law Library.

Course Objectives

The primary goal of this course is to introduce the common law of contracts and Article 2 of the Uniform Commercial Code, which deals with the sale of goods. We will learn primarily from cases but also from the Restatement (Second) of Contracts and the Uniform Commercial Code, both of which are available to you on Westlaw and Lexis.

The secondary goal is to develop an understanding of the role of the law, lawyers, and the state in private ordering. All contracts, whether under the common law or the UCC, represent a legally enforceable private agreement between parties. How should the state enforce agreements at all? What about agreements that are incomplete? Should the state enforce an agreement that might conflict with public policy? This will lead us to discussions about the role of default rules, standards versus rules, and principles of textual interpretation.

Classroom Policy

You are expected to attend every class prepared to discuss the assigned materials. Active class discussion is a central component of your legal education, providing the opportunity to develop the necessary skills for the final examination and for your legal career. Being prepared and engaged is essential to developing these skills. As such, please refrain from activities that may distract you or your classmates.

Evaluation

You will be evaluated based on the following

- Midterm (15%)
- final examination (85%)

I will give you practice materials throughout the course that you may work on your own and/or in Dean's Fellow sessions.

Accessibility

The University of Miami School of Law is committed to creating an inclusive learning environment that meets the needs of our diverse student body. If you have a disability (including physical or mental health challenges) and need academic accommodations, please contact Student Accessibility Services via email at access@law.miami.edu. Please note that accommodations are not retroactive; students are encouraged to contact the office and inquire about any disability-related needs within the first weeks of the semester.

Title IX

The University of Miami seeks to maintain a safe learning, living, and working environment free from discrimination based upon gender or sex. This includes from all types of sexual misconduct including but not limited to: Dating Violence, Domestic Violence, Sexual Assault (including Sexual Battery), Sexual Exploitation, Sexual Harassment, and Stalking. This also includes protection from discrimination for pregnant students. For additional information about the University's policies with respect to Title IX, including resources and reporting options, please visit www.miami.edu/titleix or contact the University's Title IX Office at titleixcoordinator@miami.edu.

Honor Code and Academic Integrity

All work submitted by students is expected to be your own work. The use of AI large language models (such as ChatGPT), in writing academic work for this course, including papers, exams, and other assignments, is prohibited unless expressly identified in writing by me as an appropriate resource for the academic work or exam.

Where the use of AI is permitted, content composed by any resource other than by you must be attributed through proper citation. Students may be required to provide the source and the specific generative AI outputs relied upon, so you should keep a record of interactions with generative AI for coursework. If not expressly identified in writing by the professor, any use of large language model AI will be considered plagiarizing, cheating, and/or the utilization of unauthorized materials and will be subject to disciplinary action subject to sanctions in accordance with the Law School's [Honor Code](#).

Course Coverage

We will cover approximately one chapter per week, working sequentially through the Situations and Contracts materials. Occasionally I will modify or supplement the readings, notifying you of any changes via Blackboard.

As an overview of the course, here are the main topics to be covered, in the order they will be covered:

A. Contract Enforcement

A contract is a promise that may be legally enforced. Before considering how to form a contract, we will start by thinking a bit about the notion of using public resources to enforce private agreements. This will include a brief consideration of the constitutional protection for contract enforcement, as states may not pass laws “impairing the obligation of contracts.” Then we will consider what comprises a legally enforceable promise. Does the parties’ promise implicitly include the state law enforcement procedures (and, if so, can the parties override these background rules)? Does this mean (and should it mean) only the law will enforce only those promises that are memorialized in writing? And if the parties do write down their agreement, does the promise include only what was put in writing or also the background negotiations?

B. Contract Formation

This section will cover the topics Offer & Acceptance, Consideration, and Reliance. A promise necessarily involves one party’s making an offer which another party accepts – but these essential steps are not sufficient to form a contract. Not every promise will be legally enforceable. The law requires something else before the parties can invoke the state’s power to enforce their promise. This “something else” is governed by the doctrine of Consideration and its related doctrine of Reliance (or promissory estoppel). Consideration and reliance serve as tools for determining what sort of promises the law will enforce.

C. Damages

By this point in the semester, we will have been dealing with contract remedies in the background of most of our cases. We will be well familiar with the basic rule that contract law seeks to place the innocent party in the position she would have enjoyed if the breaching party had fulfilled his obligations – i.e., the expectation measure of damages. In this section, we will examine the

limitations of and alternatives to this basic rule, including the reliance and restitution measure of damages.

D. Defenses

To what extent will the law excuse the breach of a contract? We will consider the two basic types of contract and I will hold office hours from 1:30 – 3:00 on Mondays, or by appointment. I encourage you to ask short, basic questions via e-mail.

Defenses: that there was a defect in the way the contract was formed (e.g., it wasn't truly voluntary, as when one party is a minor child) or that a change in circumstances has altered the contractual obligations (e.g., when the band can no longer perform as promised because the concert venue burned down).

Weekly Assignments

Each week we will cover one chapter. You will be responsible for reading the chapter and watching the introductory video before class. You will also have an online assignment(s) each week. All of this is easily navigated on the Blackboard page, but I've listed it here as well. I may alter the readings as we move through the course, either cutting certain passages or supplementing them with additional cases. Here are the first four weeks in more detail:

Week 1**Readings:**

M: Introduction materials (*Hawkins v. McGee*) & *Home Building v. Blaisdell*

W: *Door Dash, Inc. v. City of New York*; Pages 38-54

Week 2:**Readings:**

M: Pages 66-90

W: Pages 91-101; 119-138

Week 3:**Readings:**

M: *Labor Day Holiday*

W: pp 153-172

Week 4:**Readings:**

M: pp 181-201

W: pp 206-222

Week 5:**Readings:**

M: 223-240

W: 240-251; 258-263

Week 6:

Readings:

M:

- *Hamer v. Sidway*, 258-261
- *Ricketts v. Scothorn*, *Allegheny College*, *Drennan v. Star Paving*, *Hoffman v. Red Owl*, 277-296

W:

- *Mitchill v. Lath*, *Masterson v. Sine*, *Jenkins v. Eckerd Corp.*, 301-328

Week 7:

M:

- *Wisconsin Knife Works v. Nat'l Metal*, 332-342
- UCC 2-209

W: no readings