

Contracts Syllabus

Contacting Me Outside of Class

To make an appointment, contact me directly. *The most reliable method is **email**.*

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office:	Room 213 — at the very end of the corridor that begins opposite room 206 (which is a classroom)
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Course Books

The course books are listed below. The first three books are required and will be covered in class. The last two are recommended but not required. They can help you study before and after class.

Examine the first three books while you read this part of the syllabus. After reading the description of each book, look at its table of contents and leaf through it to get a “feel” for what the book is and how it can help you.

1. **“the casebook”**: Crandall & Whaley, *Cases, Problems & Materials on Contracts* (6th edition — don’t buy an earlier one). This is a red, hardbound book. It’s the center of the course.
2. **“the rules supplement”**: *Rules of Contract Law 2012–2013* (Don’t buy an earlier edition. The date is on the cover, near the top.) When another book refers to a provision of the Uniform Commercial Code or the Restatement of Contracts, read that provision in the rules supplement. You won’t understand the provision unless you read its exact wording.
3. **“the photocopy supplement”**: Don’t buy this in the bookstore. It’s distributed in the photocopy room in the basement of the law school. Ask there for the Section B Contracts Supplement and tell the people there my name. They’ll charge a photocopy materials fee.
4. **“the E&E”**: Blum, *Contracts: Examples and Explanations* (6th edition — don’t buy an earlier one). Students say this book helps them understand the course. Some say it’s better to read a chapter after the material is covered in class (“it brings things together”). Others say it’s better to read it beforehand (“it helps break things down into understandable chunks”). This book is *recommended* — and *not* required.
5. **a law dictionary**: Any law dictionary. They’re all fine. But a small dictionary is better than a big one, just because it’s easier to handle. Use it for every course — not just this one. When reading in preparation for class, look up every word you don’t understand.

Bring to class the casebook, the rules supplement, and the photocopy supplement. But don’t bring the E&E or a dictionary. They’ll help you while studying at home, but not in class.

Assignments

On Friday each week, I'll send you by email the assignments for the following week's classes.

This course does **not** use TWEN or Blackboard.

Class Attendance and Participation

Professional schools are very different from undergraduate education. In undergraduate school, you were responsible only to yourself — which meant that if you studied poorly, only you would be hurt. Professional schools aren't run that way.

You're now an embryonic professional and are expected to act like a member of a profession. Your work and conduct are judged according to professional standards, which are much more demanding than the standards you experienced in college. When a law school teacher looks at you, the teacher sees not just you but also the thousands of future clients who'll depend on you. The teacher, the law school, and you are primarily responsible to those clients. That's why in law school attending class and actively participating in class discussions are not optional.

Participating in class discussions is in your interest as well. Professor Ralph Brill of Chicago-Kent College of Law puts it this way:

What difference does it make who participates and who does not?

Garth and Martin did an American Bar Foundation study a few years ago (published in the *Journal of Legal Education*) on the most important factors law firms use in the decision to hire a new associate, and the most important factors they use in the later decision to promote an associate to partner. The most important factor at both levels was oral communications skill. This included more than being able to expound on doctrines of law or make legal arguments to courts and juries, but also to be able to converse and explain things to clients and partners. (Incidentally, written communication skills were also at the top of both lists.)

For the vast number of students, the major place where they can learn how to orally explain, justify, argue, and question is in the classroom, as part of a Socratic dialogue or part of a class discussion.

A sign-in sheet will be circulated at the beginning of every class. **You're responsible for making sure that you sign it.** This **must** be done in the classroom or immediately afterward in

my office. My secretary will not allow you to sign the attendance sheet in her office. At the end of every class, ask yourself, “Did I sign the sign-in sheet?” If you can’t recall having done it, come up to the front of the room and sign it before I leave. Do this quickly. We have to clear the room so that the next class or scheduled activity can begin.

Falsifying a signature on an attendance sheet can lead to failure in the course and a charge of academic dishonesty under Part 1(3)(e) of the school’s Code of Student Conduct. When you apply for admission to the bar, a character committee will investigate whether you’re honest enough to be entrusted with clients’ work. By law, a school is required to report proven instances of academic dishonesty to the character committee of any state where you apply for admission to the bar. *Signatures are spot-checked by comparing them to other examples of your signature on file with the law school.*

If you have the sign-in sheet at the end of class, please give it to me on your way out. As a courtesy to other students, please do this *quickly*. Other students become impatient when they wait in the front of the class to sign a sheet that has not appeared.

In each semester in Contracts, you’re entitled to unexcused absences totaling six hours. The Monday class is one hour, and the Wednesday class is two hours. What counts is the number of hours, not the number of classes.

An excused absence is one caused by illness, family emergency, or something else that prevents attendance in class. If you’re absent for this kind of reason, send me email right away so my secretary can take that into account when tabulating attendance records.

You must keep track of your unexcused absences. The school will **not** notify you when you are close to the limit.

No Laptops During Class

This course doesn’t lend it self to laptop note-taking. Surveys at other schools report that students are more satisfied with the learning environment in no-laptop courses. Although some students prefer to use laptops, a larger number of students in the surveys say that classrooms are quieter, they can hear the teacher and other students better, and they feel more engaged in the classroom experience with fewer distractions. *Accordingly, in Contracts, you may not use a laptop during class.*

Podcasts

An MP3 recording will be made of each Contracts class. If you find that a particular class was difficult to understand, you might want to download the recording and listen to it again.

This is not a requirement. It is a resource, which you can use as you see fit.

If you miss a class, it's a good idea to listen to the MP3 recording. But listening to the recording does **not** satisfy the attendance requirement. The recording cannot substitute for being in class.

Please don't expect perfection in these recordings. The recording can't capture everything that happens in class. Nothing visual is recorded. Nothing written on the board or shown on a screen will be in the recording. Even the best recording will fail to capture at least some of what's said, especially student comments and questions. We can't put a microphone at every student's seat, for example.

Here is how to access any law school podcast —

1. You must have iTunes installed on your computer.
2. Log into my.hofstra.edu. (This is explained during orientation.)
3. Click on Blackboard.
4. Under My Courses, click Law School.
5. Once in Law School, click iTunes U on the left side menu.
6. A Security Information box will pop-up. Click on Yes.
7. Once iTunes opens, click on Colleges and Schools at Hofstra
8. Click on Law School Media.
9. Double Click on the Podcast to listen to it.
10. To download the Podcast you want, click on the Get button next to your selection. This will download it to your computer. Once downloaded, you will be able to put it on your iPod, MP3 player or listen to it directly from your computer.

If you can't access iTunes U, you can contact the law school's IT Help Desk by sending an email to lawhelp@hofstra.edu or by visiting the Help Desk office.

Exams and Exercises

Mid-semester work: In the fall semester, you'll take a short mid-term exam, and you might (or might not) also do a skills exercise in addition to the mid-term. The spring will also include some mid-semester work, which might include a mid-term exam, a skills exercise, or both.

Final exams: At the end of each semester — in December and May — you'll take a final exam. Each final exam will be in three parts. One will be multiple-choice questions. Another will be a small reflective or problem-solving question. The third will be a large essay question based on a fact pattern which you must analyze according to what you've learned during the semester, reporting your analysis in an essay answer you'll write during the exam.

Practice final exams: You'll receive a practice final exam in November and another in April. After you've taken a practice final exam, you'll receive a memo explaining the issues and how they could be resolved. (This isn't a model answer.) The practice final exams aren't graded.

Grading

For grade purposes, Contracts I and Contracts II are separate courses. You'll get one grade for the fall semester and another grade for the spring semester. Fall semester material won't be retested during the spring.

Here are each semester's grade weights —

80%	final exam
18%	mid-semester work (mid-term exam, exercises, or both)
2%	class participation

Here's how your grade will be computed: First, the points you earn through exams, exercises, and class participation will be added together to produce a total point number. Then a correction will be made if you have excessive absences (see the next paragraph). And then everybody's point totals will be curved to produce letter grades.

You're entitled to five unexcused absences per semester. If you miss more than five classes and haven't provided excuses for the extra absences, your point total will be reduced by 5% for each excess unexcused absence before the point totals are curved and letter grades are determined. For example, if your exams, exercises, and participation total 70 points and if you have seven unexcused absences (two of which are penalized), you'll get only 63 points (= 70 minus 10% of 70).

Some Tips

Read aggressively: Passive reading is what most people do most of the time — breezing through paragraphs, understanding some or most of what's on the page and guessing about

the rest. You can't succeed in law school that way.

Aggressive reading is pulling apart, in your mind, what's on the page and wringing meaning out of it. Consciously or unconsciously, aggressive readers have silent dialogs with themselves about what they're reading. They ask themselves questions, which they then try to answer, for example:

“Why is the judge emphasizing this fact?”
(*a passive reader isn't curious*)

“What's preventing me from understanding that paragraph?”
(*a passive reader doesn't try to figure this out
and just ignores the paragraph*)

“What does that phrase mean? What must I do to find out?”
(*a passive reader just skims over the phrase*)

Who's in charge — the reader or the page? For a passive reader, the page is in charge because the passive reader lets words win at hiding meaning. An aggressive reader won't allow words to do that. An aggressive reader interrogates until the words give up and confess what they mean.

Aggressive reading is one of the most important skills for success in law school. Some of the others are precise self-expression and self-disciplined work habits.

Use a **law dictionary** to look up words that seem like lawyer-talk. But don't stop there. Look up any word or phrase that seems to be used in an unusual way. A term of art is a word or phrase that has a special meaning in a profession. Some terms of art obviously have a special meaning to lawyers, such as parole evidence, habeas corpus, and res ipsa loquitur. But others are deceptive. They look like words you've seen many times before — but they mean something different in the law. Examples are consideration, representation, condition, performance, avoidance, and remedy. *Look up in a law dictionary any word or phrase that seems to be used in an unusual way.*

If you're not sure what a word means and if it isn't in a law dictionary, look it up in a **general dictionary**. If you don't have a general dictionary in book form, use Merriam-Webster Online. Bookmark it now in your browser. Architecture is a sight profession, few words and much drawing. Engineering is a numbers profession, few words and much math. But law is *all* words: reading, writing, talking, and listening. Lawyers have to be extraordinarily precise with language. And English has the largest vocabulary of any western language — which means that you'll never stop learning new words and new meanings for words you already know. *If a word or phrase is new to you or is used in an unusual way, find out what it means. Don't guess.*

In the **rules supplement**, you'll read four separate bodies of law. To save a lot of thumbing back and forth, use a post-it to mark where each of them begins. The pages below

are where that body of law's table of contents starts:

page 6	the UCC
page 107	CISG
page 133	the Restatement
page 181	the UNIDROIT Principles

Don't worry now about what these things are. We'll cover them later. Just insert post-its so they're visible when the book is closed.

In studying for this course, whenever you see a reference to a provision of the Uniform Commercial Code or CISG or the Restatement or UNIDROIT, locate that provision in the rules supplement and *read it carefully*. Reading statutes and similar material — anything organized with section or article numbers — is hard. *Every word matters*.

What To Call Your Teachers: When you go to work at a firm or other organization, you'll call the partners or supervisors for whom you work by their first names. I'd rather be called "Richard." But if formality seems more natural to you, I'll cheerfully answer to "Professor Neumann" as well. *Other teachers might have different preferences about what they would like to be called.*

Outlining. Don't start right away. Every course is broken down into major subjects, which are units within the course. Don't outline a unit until the class has completed it and moved on to something else. The units in this course are listed at the end of this syllabus. The time to start outlining is probably after we've covered the third unit (meeting of the minds).

If the next three paragraphs don't make sense now, that's ok. Come back to them when you're ready to start outlining.

There are two ways to outline. One is to organize the material in the course into the kind of outline you learned earlier in education, for example in composition courses, with major topics broken down into smaller topics. The other starts that way, just to organize the material, and then develops flow charts, which help you apply rules to facts by showing you where to look for issues. Choose the method that works best for you. (A lot of published material explains outlining, both in books and online.)

While you're outlining, your best friend is the table of contents in a casebook. For example, look in this course's casebook at pages xi through xiii — the table of contents for casebook chapter 1, which the casebook calls *Intent to Contract: Offer and Acceptance*. That means the same thing as *Meeting of the Minds*, which you'll see as the third unit of the course at the end of this syllabus and as the third chapter in the photocopy supplement.

After we finish that unit, you can organize its outline like the Chapter 1 outline in the casebook's table of contents, with some additions from the photocopy supplement. Look again at the casebook table of contents and notice how its chapter 1 is organized: mutual assent, offer, acceptance, and so on. Some things we'll cover from the photocopy supplement rather than casebook (such as offer). Most things we'll cover in the casebook, with added material from the photocopy supplement. Some things we won't cover at all (such as indefiniteness at the end of casebook chapter 1). But the casebook chapter usually outlines the course unit. In a chapter, the topics we cover in class belong in your outline.

Goals of This Course

The goals are for you to learn —

1. the law of contracts
2. transactional thinking, including the process of contracting and the lawyer's role in deals
3. professionalism and professional problem-solving

How the Course Is Organized

The course is organized into units, outlined on the next two pages so you can see where we're going and so you can work ahead if you want to.

We won't cover the E&E in class. E&E chapters are listed here to give you an idea, if you're using the E&E, of what fits where. It is up to you to decide how much to use the E&E — and whether to use it at all. (The E&E is only a recommended book — not a required one.)

Fall Semester —

1. **Deals and Basic Contract Concepts**
photocopy supplement — chapter 1
E & E — chapter 1
2. **Sources of Contract Law**
photocopy supplement — chapter 2
E & E — chapters 2 & 3
3. **Meeting of the Minds**
casebook — chapter 1
photocopy supplement — chapter 3
E & E — chapters 4, 5 & 6
4. **Consideration**
casebook — chapter 2
photocopy supplement — chapter 4
E & E — chapters 7 & 8
5. **Statute of Frauds**
casebook — chapter 4
photocopy supplement — chapter 5
E & E — chapter 11
6. **Lawyers and Problem-Solving**
photocopy supplement — chapter 6
7. **Risks of Not Knowing: Mistakes of Fact, Representations, Warranties**
casebook — chapter 6 (parts I, II & III)
photocopy supplement — chapter 7
E & E — chapters 13 (§§13.1–13.7) & 15 (§§15.1–15.6)
8. **Parol Evidence**
casebook — chapter 5 (parts I & II)
photocopy supplement — chapter 8
E & E — chapter 12
9. **Interpretation**
casebook — chapter 5 (part III)
photocopy supplement — chapter 9
E & E — chapter 10

Spring Semester —

10. **Professionalism**
photocopy supplement — chapter 10
11. **Third-Party Beneficiaries**
casebook — chapter 9
photocopy supplement — chapter 11
E & E — §§19.1 & 19.2
12. **Assignment, Delegation, and Other Transfers**
casebook — chapter 10
photocopy supplement — chapter 12
E & E — §19.3 & 19.4
13. **Conditions, Promises, Performance, and Breach**
casebook — chapter 7
spring photocopy Supplement — chapter 13
E & E — chapters 16 & 17 (except §17.7)
14. **Anticipatory Repudiation**
casebook — chapter 8
photocopy supplement — chapter 14
E & E — §17.7 & 17.8
15. **Negotiation**
photocopy supplement — chapter 15
16. **Additional Grounds for Avoidance**
casebook — chapter 6 (parts IV–VIII)
photocopy supplement — chapter 16
E & E — chapters 13 (§§13.8-13.14); 14; & 15 (§§15.7 & 15.9)
17. **Remedies**
casebook — chapter 3
photocopy supplement — chapter 17
E & E — chapters 9 & 18 (read ch.18 before ch.9)