

CONTRACTS
UNIVERSITY OF FLORIDA LEVIN COLLEGE OF LAW
Spring 2025 Syllabus – Law 5000 (4 Credits)

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OFFICE HOURS: Tuesdays, 10:30–noon (Office); Fridays, 10:30–noon ([Zoom](#))

MEETING TIME: Mondays, Wednesdays, Thursdays, 10:45 a.m. – 12:00 p.m.

LOCATION: Holland Hall 283/284

COURSE DESCRIPTION:

Section 3A: Congratulations on having finished the first semester of law school! You have gotten an introduction to lawyering, learned the basics of legal research and writing, and gained a foundation in civil procedure, torts, and constitutional law. This semester, you continue building your legal writing skills and take on criminal law, property, and (my favorite) contracts.

The law of contracts begins with the deceptively simple idea that two or more people can reach an agreement that should be enforced by our legal institutions. But that simple description covers over a world of ambiguity and a clash of values. How do we know if two parties reached an agreement in the first place? What did they intend that agreement to mean? Even if they wanted to commit themselves to a binding contract, should we ever “let them off the hook”? Why should the public commit the resources of the legal system to enforcing their private arrangement? What if the private agreement is inconsistent with public values? Stay tuned.

As with your other 1L courses, this course will focus on learning the basics of a substantive area of law as well as *how to think like a lawyer*. Part of what makes this course different (and I think more fun) is that the law of contracts forces us to think not only like litigators, but also like transactional lawyers. That’s because lawyers not only fight in court about broken promises, but also play a leading role in drafting the agreements in the first place. This is a class about creativity and problem-solving as well as negotiation and advocacy. And because contracts are often related to money, we’ll spend a lot of time talking about damages and dollars, providing you with a chance to reconnect with your inner mathematician.

I. Learning Goals

By this end of this course, students will have achieved the following:

- ❖ Memorized and reproduced the rudimentary branches of the common law of contracts and Article 2 of the Uniform Commercial Code.
- ❖ Demonstrated an understanding of the contract law principles that govern the process of resolving contract law disputes.
- ❖ Applied contracts law to complex, real-world hypothetical situations.
- ❖ Evaluated ethical and policy-based effects of American contract law.

- ❖ Negotiated contractual language against/alongside a diverse group of colleagues.

II. Required Materials & Workload

The textbook for this course is *Problems in Contract Law: Cases and Materials*, by Charles Knapp, Nathan Crystal, Harry Prince, Danielle K. Hart, and Joshua M. Silverstein (10th ed.), published by Aspen Publishing [ISBN: 978-1-5438-5630-9]. You do not need to purchase a statutory supplement, as those materials are freely available online. I will allow laptops in class, but the final exam will be in-person, closed-book, and proctored, so feel free to order a virtual book or a hard copy book: whatever works best for you.

I have listed all class assignments in the syllabus below. All material will be either in the textbook, online, or on Canvas. Please be sure to register for the Canvas course and have any required materials with you in print or easily accessible electronic form in class. You are responsible for checking your Canvas page and the e-mail connected to the page on a regular basis for any class announcements or adjustments.

I will assign **four problems** during the semester to be turned in for credit, which I will grade on a pass-fail basis. Problems must be completed without the aid of any person or generative AI and must be turned in to me by Canvas by the start of the corresponding class. Problems submitted after class begins will receive half credit at most, since we will discuss the answers in class that day.

ABA Standard 310 requires that students devote 120 minutes to out-of-class preparation for every “classroom hour” of in-class instruction. Contracts has 4 “classroom hours” of in-class instruction each week, requiring at least **8 hours of preparation** outside of class reading, preparing, and reviewing material for our class meetings each week.

III. Mixed-Method Learning

We will be learning contracts law together through *mixed-method learning*: a blend of lectures, Socratic back-and-forth, and problems. In a traditional classroom, the professor lectures for most of the class meeting to deliver the content, and then students are expected to go off and practice on their own. With mixed methods, we’ll do a little of everything. I expect you to complete the readings, analyze the cases, and try your hand at any problems during your out-of-class preparation.

Studies support the premise that this interactive and applied approach trumps the traditional approach for important metrics of student learning.¹ In particular, students do not all learn the same way, so providing multiple ways to access the material supports learning across the board. That said, it only works if you come prepared, having completed a good-faith effort at absorbing the material and applying it to the problems.

¹ See, e.g., Cindy E. Hmelo-Silver, *Problem-Based Learning: What and How do Students Learn?*, 16 ED. PSYCH. REV. 235 (Sept. 2004).

IV. Class Meetings and Professionalism

A. *Showing Up*

I suspect you will look forward to our class meetings! Still, attendance is mandatory and an essential part of the course. You are allowed a total of seven absences from class for any reason (including for illness, medical appointments, job interviews, school activities, work tasks, family obligations, and the like). For ease of administration and to respect your privacy, I do not differentiate between “excused” or “unexcused” absences. As a result, there is no need to tell me why you will be or were absent from class, so long as you have no more than seven absences total. Only observance of a University-recognized religious holiday does not count toward your seven absences, but you must notify me in advance of those religious observance-related absences.

Excused absences, including observance of religious holidays, are consistent with [University](#) and [Law School](#) policies and require appropriate documents and/or notification before or shortly after class about your absence.

Each absence after seven absences results in a reduction of your final grade by one third of a point (*e.g.*, from a B+ to a B) or even failing the course.

B. *Respectful Presence*

We all benefit from your active presence in class meeting. Please do not arrive late, leave early, or leave to take a break during class absent extenuating circumstances. Please refrain from eating or drinking in class, apart from water and any food you may need for medical reasons. Please refrain from wearing cologne or perfume in class, as strong scents can create problems for your colleagues with allergies.² I reserve the right to lower your final grade if you engage in behavior that disrupts the learning environment for your classmates.

C. *Electronic Device Policy*

I do not prohibit devices in my classroom, but you will learn best if you take handwritten notes, and you do not need a laptop or tablet to succeed. If you do use a laptop or tablet to take notes, please close all software and browser windows that do not relate to the course. You may use your laptop, cellphone, or tablet for interactive polling. Please mute all devices.

² Lest you think I made this up, Judge Laura Taylor Swain (S.D.N.Y.) adopted this rule for her courtroom overseeing the *Puerto Rico* bankruptcy. See Sixteenth Amended Notice, Case Management and Administrative Procedures, Dkt. No. 20190-1, § III.C, *In re Commonwealth of Puerto Rico*, No. 17-03283 (D.P.R. Feb. 22, 2022) (“Those in attendance in the main courtroom at any hearing shall refrain from wearing cologne or perfume.”). Practice Tip: always read the local rules, the judge’s individual rules of practice, and any case management order before getting ready to go to court. You do not want to be known as that lawyer that the judge sent out to the washroom!

V. Diversity & Discussion

Among our greatest resources in learning contracts law is the diversity of background, experience, and perspectives of the class — including age, color, disability, gender, gender identity, gender expression, national origin, political affiliation, race, religion, sexual orientation, veteran status, and more. We will welcome, celebrate, and draw on the wealth of difference in our class throughout the semester in various ways, including in our group-based activities. Throughout the semester, we will practice respect for each other, including in forms of personal address (pronouns, names, and honorifics). This will help us create an inclusive, honest, and rigorous learning environment.

When we turn to ethical and policy-based questions, my goal is to help you develop as thinkers and advocates by practicing argument within the bounds of the legal tradition, *i.e.*, building from relevant legal authorities, solid reasoning, and evidence. All perspectives within that tradition are welcome, including both traditional and transformative ideas. That said, I may ask you to articulate the strongest argument for a position with which you do not personally agree. While that can feel uncomfortable, it strengthens your legal mind (and allows you to learn the course material without feeling that you must have opinions on ideas you have just learned!).

VI. Office Hours and How to Contact Me

I hold regular office hours (or “drop-in hours”) to answer your questions about the course, law practice, law school, finding a job, your legal career, or anything else that may be on your mind. My door will be open to all students — no appointment necessary — and you may swing by individually or in groups. If you would like to schedule a private appointment, please let me know and we will set something up.

VII. UF Levin College of Law Standard Syllabus Policies

Other information about UF Levin College of Law policies, including compliance with the UF Honor Code, Grading, Accommodations, Class Recordings, and Course Evaluations can be found at this [link](#).

VIII. Final Assessment

Consistent with the learning objectives for this course, your final grade will be based on the four problems (5% each) and a final examination (80%). I will grade the final examination anonymously and follow UF Law’s grade distribution policy when setting the curve.

I expect professionalism from every member of the class. I will take exceptional professionalism into account in setting the curve, and I reserve the right to increase grades by 1/3 of a point (*e.g.*, from a B to a B+) if I conclude that a student’s examination performance does not reflect that student’s contributions to our learning environment. Grade adjustments are the exception, not the norm.

The final exam will be four hours long. You can find the [law school policy on exam delays and accommodations](#) on the UF Law website. I will hold an optional review session before the Final Exam.

IX. Accessibility & Accommodation

In accordance with law and UF policy, I aim to make this course accessible to all members of the community. Students requesting accommodation for disabilities must first register with the [Disability Resource Center](#). Once registered, students will receive an accommodation letter and should present the letter to the Assistant Dean for Academic Affairs, Dean Mitchell, when requesting accommodation. Students with disabilities should follow this procedure as early as possible in the semester. It is important for students to share their accommodation letter with their instructor and discuss their access needs as early as possible in the semester. Students may access information about various resources on the [UF Law Student Resources Canvas page](#).

X. Student Course Evaluations

Great teaching matters deeply to me and to UF Law. Students are expected to provide professional and respectful feedback on the quality of instruction in this course by completing evaluations online. Please review the [guidance on GatorEvals](#) on how to give professional and respectful feedback. Students will be notified when the evaluation period opens and can complete evaluations through the email they receive from GatorEvals, in their Canvas course menu under GatorEvals, or via [Blue](#). Students may also [view summaries](#) of course evaluation results.

XI. Academic Honesty

Academic honesty and integrity are fundamental values of the UF Law School community. Please ensure that you understand and comply with the [UF Student Honor Code](#), and [UF Law's application](#) of it. UF students are bound by The Honor Pledge which states,

We, the members of the University of Florida community, pledge to hold ourselves and our peers to the highest standards of honor and integrity by abiding by the Honor Code. On all work submitted for credit by students at the University of Florida, the following pledge is either required or implied: "On my honor, I have neither given nor received unauthorized aid in doing this assignment."

The Honor Code specifies a number of other behaviors that are in violation of this code and the possible sanctions. Furthermore, you are obligated to report any condition that facilitates academic misconduct to appropriate personnel. If you have any questions or concerns, please consult with me.

Beyond your time at UF Law, honesty and integrity will be key pillars of your ethical obligations as lawyers. Most law students and lawyers are not "bad people," but we can yield to temptation under significant pressure, whether pressure from life events or simply pressure to succeed. Even if you have made a mistake (e.g., you misread the due date for an assignment), I encourage you to acknowledge the mistake than to make the problem worse by cheating or covering it up.

In my experience, lawyers get into the most serious trouble when they ignore a problem or cover up a mistake. The stories I could tell you!

XII. Health & Wellness Resources

Law school can be a daunting experience, especially when life outside the law becomes challenging or turbulent. UF Law provides numerous resources for your support, and I encourage you to seek help if you have concerns. Any student who has difficulty accessing sufficient food or lacks a safe place to live is encouraged to contact the Office of Student Affairs. If you are comfortable doing so, you may also notify me so that I can direct you to further resources.

- ❖ *U Matter, We Care*: If you or someone you know is in crisis, please contact umatter@ufl.edu, (352) 392-1575 (available 24/7), or visit the [U Matter, We Care website](#) to refer or report a concern and a team member will reach out to the student in crisis.
- ❖ *Counseling and Wellness Center*: [Visit the Counseling and Wellness Center website](#) or call (352) 392-1575 for information on crisis services as well as non-crisis services.
- ❖ *Student Health Care Center*: Call (352) 392-1161 for 24/7 information to help you find the care you need, or [visit the Student Health Care Center website](#).
- ❖ *University Police Department*: [Visit UF Police Department website](#) or call (352) 392-1111 (or 9-1-1 for emergencies).
- ❖ *UF Health Shands Emergency Room / Trauma Center*: For immediate medical care call (352) 733-0111 or go to the emergency room at 1515 SW Archer Road, Gainesville, FL 32608; [visit the UF Health Emergency Room and Trauma Center website](#).

XIII. Course Schedule

This schedule sets forth a guide to the direction of the course. Our pace will depend on the level of interest and difficulty of each section and is subject to change. Please read the pages thoroughly before class and come prepared to work through them together.

- ❖ Adequate preparation requires *writing down your summary of the cases, plus any reasoning and answers* to each problem in advance. You will not be judged for getting it wrong, but (trust me) you will *not* be able to puzzle through the problems on the spot — or remember your reasoning from when you worked through them earlier. Good lawyering is 99% preparation.
- ❖ Each assignment builds on the previous one, so I do not recommend reading ahead. I will tell you if I think getting a jump on the next assignment might be helpful.
- ❖ I reserve the right to modify this syllabus depending on our progress, most likely by trimming pages or problems. At the end of each class meeting, I will notify you of any changes to the assignment for the next class.
- ❖ Please let me know if you require any accommodation to access the course material.

You can find all the materials in your textbook (KNAPP ET AL.), online, or on Canvas.

PART I – INTRODUCTION TO CONTRACTS

1. Mon., Jan 13	Introduction; Objective Theory pp. 23–33 (focus on <i>Ray v. Eurice & Bros., Inc.</i>).
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PART II – CONTRACT FORMATION

2. Wed., Jan. 15	Offer & Acceptance, Bilateral Contracts pp. 34–47 (<i>Lonergan v. Scolnick, Normile v. Miller</i>), Problem 2-1, supplemental case, <i>Izadi v. Machado</i> .
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3. Thurs., Jan. 16	Offer & Acceptance, Unilateral Contracts pp. 49–55 (<i>Cook v. Caldwell Banker</i>), supplemental case, <i>Allied Steel v. Ford Motor</i> .
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Mon., Jan. 20	Martin Luther King, Jr. Holiday
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4. Wed., Jan. 22	Postponed Bargaining pp. 55–64, 66–74 (<i>RJR Tobacco, Walker v. Keith</i>).
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5. Thurs., Jan 23	Postponed Bargaining, Problems & Practice pp. 75–83 (<i>Quake v. American Airlines</i> , through note 4); Problem 2-2, pages 64–65 (don't turn in answer).
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6. Mon., Jan. 27	Battle of the Forms pp.133–135; UCC 2-102, 2-105(1), 1-103(b), 147–169 (<i>Princess Cruises and Brown Machine</i>).
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7. Wed., Jan. 29	Electronic and Layered Contracting pp. 181–208 (<i>DeFontes v. Dell and Long v. Provide Commerce</i>).
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8. Thurs., Jan. 30	Consideration pp. 87–93 (<i>Hamer v. Sidway</i>), 102–105 (<i>Dougherty v. Salt</i>).
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9. Mon., Feb. 3	Promissory Estoppel pp. 213–235 (<i>Kirksey v. Kirksey; Harvey v. Dow, King v. Trustees of Boston University</i>).
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10. Wed., Feb. 5	<i>Option Contracts and Pre-Acceptance Reliance</i> pp. 253–262 (<i>Berryman v. Kmoch</i>), 262–265 (<i>Gimbel Bros.</i>), 265–272 (<i>James Baird v. Star Paving</i>), UCC 2-205.
11. Thurs., Feb. 6	<i>Restitution; Statute of Frauds</i> pp. 286–296 (<i>Credit Bureau Enterprises v. Pelo</i>), 322–329 (<i>Webb v. McGowin</i>); 335–347 (<i>Crabtree v. Elizabeth Arden</i>).
12. Mon., Feb. 10	<i>Problems & Practice</i> Problem 3-5 (5% of your final grade, turn in response by start of class, max. 1000 words, graded pass-fail); review your notes, develop your outline.
PART III – CONTRACT INTERPRETATION	
13. Wed., Feb. 12	<i>Designing Contracts</i> Reading on contract design principles; three “contracts in the wild.”
14. Thurs., Feb. 13	<i>Designing Contracts Continued</i> More “contracts in the wild”; 387–401 (<i>Prochazka v. Bee-Three Development, LLC</i>).
15. Mon., Feb. 17	<i>Contract Interpretation</i> 401–417 (<i>Frigaliment</i>).
16. Wed., Feb. 19	<i>Parol Evidence Rule</i> 429–440 (<i>Thompson v. Libby</i>); 440–454 (<i>Taylor v. State Farm Mutual</i>).
17. Thurs., Feb. 20	<i>Implied Terms; Obligation of Good Faith</i> 485–490 (<i>Wood v. Lady Duff-Gordon</i>); 496–498, 509–517 (<i>Morin Building Prods. Co. Baystone Construction</i> , skip <i>Seidenberg v. Summit Bank</i>); 518–527 (<i>Locke v. Warner Brothers</i>).
18. Mon., Feb. 24	<i>Warranties</i> 550–560 (<i>Bayliner</i>); UCC 2-313 through 2-316; 562–571 (<i>Walters Development Co.</i>).
19. Wed., Feb. 26	<i>Problems & Practice</i> Problem 6-4, pp. 561–562 (5% of your final grade, turn in response by start of class, max. 1000 words; do not analyze tort theories).
PART IV – VALIDITY & ESCAPING CONTRACTS	
20. Thurs.,	<i>Misrepresentation & Non-Disclosure</i> 632–644 (<i>Syester v. Banta</i>); R2C §§ 164, 162, 169, 644–655 (<i>Hill v. Jones</i>); R2C

Feb. 27	§§ 160, 161.
21. Mon., Mar. 3	Unconscionability; Public Policy 661–671 (<i>Williams v. Walker-Thomas</i>); 689–702 (<i>De La Torre v. CashCall, Inc.</i>); 705 (not Problem 7-3); 706–720 (<i>Valley Medical Specialists v. Farber</i>).
22. Wed., Mar. 5	Mutual Mistake 743-754 (<i>Lenawee County</i>).
23. Thurs., Mar. 6	Changed Circumstances 768–771; 781–791 (<i>Mel Frank Tool & Supply v. Di-Chem</i>).
24. Mon., Mar. 10	Duress; Modification 596–606 (<i>Totem Marine</i>); 793 (not Problem 8-4); 795–804 (<i>Alaska Packers v. Domenico</i>).
25. Wed., Mar. 12	Problems & Practice Problem 8-4, pp. 793–795 (5% of your final grade, turn in response by start of class, max 1000 words).
PART V – PERFORMANCE & BREACH	
26. Thurs., Mar. 13	Express Conditions 825–849 (<i>Oppenheimer, Cross Bay Chelsea</i>).
Spring Break	
27. Mon., Mar. 24	Material Breach 850–860 (<i>Jacob & Youngs v. Kent</i>); UCC § 2-601.
28. Wed., Mar. 26	Material Breach Continued 863–870 (<i>Sackett v. Spindler</i>).
29. Thurs., Mar. 27	Anticipatory Repudiation 870–888 (<i>Flatt & Sons v. Schupf, Hornell Brewing</i>).
PART VI - REMEDIES	
30. Mon.	Expectation Damages 893–899; 1004–1009. Please complete the calculations on pages 898–899 (cases 1-

Mar. 31	3).
31. Wed., Apr. 2	<i>Expectation Damages Continued</i> 899–909 (<i>Crabby’s, Inc. v. Hamilton</i>); 915–922 (<i>American Standard, Inc. v. Schectman</i>).
32. Thurs., Apr. 3	<i>Limits on Expectation Damages</i> 922–941 (<i>Hadley v. Baxendale, Florafax International</i>).
33. Mon., Apr. 7	<i>Non-recoverable Damages</i> 989–990, 941–946 (<i>Luten Bridge Co.</i>); 967–976 (<i>Zapata Hermanos</i>).
34. Wed., Apr. 9	<i>Problems & Practice</i> Problem 10-1, pp. 990–992 (5% of your final grade, turn in response by start of class, max. 1000 words).
35. Thurs., Apr. 10	<i>Reliance and Restitution Damages</i> 1021–1032 (<i>Wartzman v. Hightower Productions, Ltd.</i>); 1040–1044 (<i>Algernon Blair</i>); 1053–1065 (<i>Shaffer v. George Washington University</i>).
36. Mon., Apr. 14	<i>Specific Performance; Agreed Damages</i> 1068–1079 (<i>City Stores Co. v. Ammerman</i>); 1089–1105 (<i>Barry School v. Patch</i>).
PART VII – THIRD PARTIES	
37. Wed., Apr. 16	<i>Third-Party Beneficiaries</i> 1113–1124 (<i>Vogan v. Hayes Appraisal</i>); 1136–44 (<i>Herzog</i>); 1145–1156 (<i>Sally Beauty</i>).
PART VIII – CONTRACTS AS SYSTEM	
38. Thurs., Apr. 17	<i>Policy & Practice</i> Reading TBD.
39. Mon., Apr. 21	<i>Closing Discussion: The Ethical Structure of Contracts Law</i> 5–8 (“The Structure of Contract Law”); 12–16 (“The Perspective of Contract Theory”).
PART IX – REVIEW, FINAL & FEEDBACK	
Apr. 22	<i>Reading Period Begins</i>
TBD	REVIEW SESSION (OPTIONAL) — We will go over as a class anything you

	like in preparation for the Final Exam.
Apr. 25	<i>Exam Period Begins</i>
TBD	FINAL EXAMINATION — 4 Hours, 80% of your final grade The Final Examination is summative and closed book: it will assess all content in the course and will include at least 20% bar-style multiple-choice questions.
TBD	FEEDBACK — I will provide class feedback on the final exam, typically by circulating a memorandum and sample student responses. I will also provide individualized feedback upon request and will be available to meet in person.