

SYLLABUS

CONTRACTS (Spring 2025)

PROFESSOR: Robert J. Rhee

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(Do not email me through Canvass because I do not get immediate notification. Please email me directly to my UF email address, and I will respond promptly.)

CLASSROOM: Holland 283

CLASS TIME: 1:15pm to 3:15pm: Monday & Wednesday

OFFICE HOURS: Monday 3:30pm to 4:30pm
Wednesday 3:20pm to 4:20pm

FINAL EXAM: TBD (4 hours)

UF LEVIN COLLEGE OF LAW STANDARD SYLLABUS POLICIES

This syllabus contains 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: <https://ufl.instructure.com/courses/427635/files/74674656?wrap=1>.

TEXTBOOKS

Knapp, Crystal, & Prince, Problems in Contract Law: Cases and Materials (10th ed. 2023).

COURSE DESCRIPTION

This course is an introduction to the law and theory of legally enforceable agreements and promises, including elements of contract formation, consideration, effects of non-performance, conditions for relief from or discharge of obligations, and remedies. Contracts is the basic foundational course for business transactional practice and commercial litigation practice.

STUDENT LEARNING OUTCOMES

At the end of this course, you should be able to:

1. Describe and work with the common law and statutory foundations of contract law,
2. Demonstrate an understanding of the contract law principles that govern the process of resolving contract law disputes in litigation context,
3. Explain how policy goals have contributed to the development of contract law and related doctrines,
4. Evaluate the drafting choices that parties make when designing contracts in transactional context, and
5. Apply contracts law to real-world hypothetical situations in both litigation and transactional contexts.

GRADING AND EXAM FORMAT

Grading will be consistent with College of Law policy. Your final grade will be based on: final exam 75%, and a multiple choice midterm exam 25%. **The midterm exam will be held on Wednesday, February 19, normal class session.** Exam grades are done on a blind basis. All grades are final. There will be no regrading or revisions from me, except to correct any mathematical or clerical errors in computing the final score.

The final and midterm exams will be on campus, on fixed dates. **They will be closed book, closed notes, no internet access – just like the state bar exams.** Contract Law is a bar exam subject. The midterm exam will be multiple choice questions. The final exam will be a mix of essay and multiple choice questions. The issues and topics for exam questions will come from the course readings and class discussions, including many of the problems provided in your textbook. The exam will fairly reflect the work that is done in the course. This means that the best way to prepare for the exams is to do the class readings and to attend class.

Makeup Exam Policy: consistent with UF Law policy, see <https://www.law.ufl.edu/life-at-uf-law/office-of-student-affairs/current-students/forms-applications/exam-delays-accommodations-form>.

GRADING INFORMATION

The Levin College of Law's mean and mandatory distributions are posted on the College's website and this class adheres to that posted grading policy. The following chart describes the specific letter grade/grade point equivalent in place:

Letter Grade	Point Equivalent	Letter Grade	Point Equivalent
A (Excellent)	4.00	C (Satisfactory)	2.00
A-	3.67	C-	1.67
B+	3.33	D+	1.33
B	3.00	D (Poor)	1.00
B-	2.67	D-	0.67
C+	2.33	E (Failure)	0.00

The law school grading policy is available at: <https://www.law.ufl.edu/uf-law-student-handbook-and-academic-policies>.

ABA OUT-OF-CLASS HOURS REQUIREMENTS

ABA Standard 310 requires that students devote 120 minutes to out-of-class preparation for every “classroom hour” of in-class instruction. It is anticipated that you will spend approximately 2 hours out of class reading and/or preparing for in class assignments for every 1 hour in class. Outside of class including reading the assigned materials and developing your critical analyses of the materials.

CLASS ATTENDANCE POLICY

Attendance in class is required by both the ABA and the Law School. Attendance will be taken at each class meeting. Students are allowed six (6) absences during the course of the semester. Students are responsible for ensuring that they are not recorded as absent if they come in late. A student who fails to meet the attendance requirement will be dropped from the course. The law school’s policy on attendance can be found [here](#).

Per ABA requirements, please attend all classes, unless you e-mail me in advance with a legitimate excuse. Requirements for class attendance and make-up exams, assignments, and other work in this course are consistent with university policies that can be found at: <https://catalog.ufl.edu/ugrad/current/regulations/info/attendance.aspx>.

The single best thing that a student can do to maximize the possibility of doing well in the course in terms of a grade is to keep up with the class reading assignments and to attend class regularly. The final exam will draw from the work done in course and the class discussion.

Attendance will be taken online. A student may access the online attendance form at the beginning of class from the law school quick links page: <https://www.law.ufl.edu/student-life> or the <https://www.law.ufl.edu/attendance>. You will enter the requested information, including your UFID number, name and attendance code. Your professor will provide the attendance code for each class. The submissions are recorded. It is an Honor Code violation for giving the attendance code to a study who is not present in the class, either in person or online. Please do not violate this policy.

ACCOMMODATIONS

Students requesting accommodation for disabilities must first register with the Disability Resource Center (<http://www.dso.ufl.edu/drc/>). Once registered, students will receive an accommodation letter which must be presented to the Assistant Dean for Student Affairs (Dean Mitchell) when requesting accommodation. Students with disabilities should follow this procedure as early as possible in the semester. Also, with prior notification to the professor, students are entitled to be excused from class or other

scheduled academic activity to observe a religious holy day of their faith. Students are entitled to have a reasonable amount of time to make up the material or activities covered in their absence. Students will not be penalized due to absence from class or other scheduled academic activity because of religious observances.

ACADEMIC HONESTY

Academic honesty and integrity are fundamental values of the University community. Students should be sure that they understand the UF Student Honor Code at <http://www.dso.ufl.edu/students.php>.

ONLINE COURSE EVALUATIONS

Students are expected to provide professional and respectful feedback on the quality of instruction in this course by completing course evaluations online via GatorEvals. Guidance on how to give feedback in a professional and respectful manner can be found here: <https://gatorevals.aa.ufl.edu/students/>. 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 ufl.bluera.com/ufl/. Summaries of course evaluation results are available to students can be found here: <https://gatorevals.aa.ufl.edu/public-results/>.

RECORDING CLASS SESSIONS

Class sessions are not generally recorded by the law school. If you plan to be absent, please make arrangement to obtain class notes or recording from your fellow students.

Students are allowed to record video or audio of class lectures consistent with Florida law. The purposes for which these recordings may be used are strictly controlled. The only allowable purposes are: (1) for personal educational use, (2) in connection with a complaint to the university, or (3) as evidence in, or in preparation for, a criminal or civil proceeding. All other purposes are prohibited, including posting on any social media site. **Students may not publish recorded lectures without the written consent of the instructor**, and doing so violates the terms of this syllabus. Permitted “personal educational use” includes sharing with students who are currently enrolled in their class for personal educational use so long as the sharing is not through a public medium as defined below including internet posting or social media. Students who receive recorded lectures from another student in the class are subject to the same permissions and prohibitions specified in this section.

A “class lecture” is an educational presentation intended to inform or teach enrolled students about a particular subject, including any instructor-led discussions that form part of the presentation, and delivered by any instructor hired or appointed by the University, or by a guest instructor, as part of a University of Florida course. A class lecture does not include lab sessions, student presentations, clinical presentations such as patient history, academic exercises involving solely student participation, assessments

(quizzes, tests, exams), field trips, private conversations between students in the class or between a student and the faculty or lecturer during a class session.

Publication without permission of the instructor is strictly prohibited. To “publish” means to share, transmit, circulate, distribute, or provide access to a recording, regardless of format or medium, to another person (or persons), but not including another student within the same class section so long as the sharing is not through a public medium such as internet postings or social media. Additionally, a recording, or transcript of a recording, is considered published if it is posted on or uploaded to, in whole or in part, any media platform, including but not limited to social media, internet posting, book, magazine, newspaper, leaflet, or third party note/tutoring services. A student who publishes a recording without written consent may be subject to a civil cause of action instituted by a person injured by the publication and/or discipline under UF Regulation 4.040 Student Honor Code and Student Conduct Code.”

ONLINE (ZOOM) CLASS SESSIONS

Per law school policy, our course must be mostly in-person class sessions. Consistent with this policy, we have some Zoom classes.

CLASS CANCELLATIONS AND MAKEUPS

We do not have class on Monday, January 20, which is MLK Holiday. Accounting for this scheduled off-day, the law school scheduled our last day of spring semester to be Monday, April 21. Rather than have our last class session on Monday, April 21, **we will make up for the MLK Holiday off-day on Friday, January 24, 10:30am to 11:55am (live Zoom class) (this class will also be recorded and uploaded on Canvass for those whose schedule conflicts with this makeup session). By doing this, we make our last class of the course to be on Wednesday, April 16.** In the past, students favored an early makeup class so as to increase the number of days in between final class and exams.

ASSIGNMENTS

IMPORTANT NOTE TO STUDENTS:

1. Contracts is a foundational course. Many other courses in law school will build on or rely upon an understanding of Contracts. Contracts is covered on the bar exam. Accordingly, we will strive to cover the entire book in this 4- credit course. Each class session is 2 hours. We will strive to average about 45 pages per class session (about 22 pages per hour).
2. Like most casebooks, the Knapp book has “Notes and Questions” that usually follow a case. You are not required to read them. As a result, the page count of your reading assignments in this syllabus is much less onerous than the gross page count would suggest. Please note that if there are important points, Professor Rhee will cover them during the class sessions, and any materials covered in class sessions are fair game for exams (thus, class attendance is important to your success).
3. You are expected to read any separately identified “Comments” that are interspersed throughout the book.
4. At the end of every chapter, the Knapp book has “Review Questions.” Please read and do them. The answers and explanations are in the back of the book, pages 1161-73. Because the book provides answers and explanations, we will not cover these materials in class. However, I expect students to do them. Some exam questions may come or derive from the “Review Questions.”
5. The Knapp book contains various “Problems.” Students are expected to review the Problems and be prepared to discuss them. Some exam questions may come or derive from the “Problems.”

Class #	Topics, Issues, and Cases	Text pages
1	<p>Note to students: The first assignment is long because Chapter 1 is an introductory chapter that is informational in content. Students should read Chapter 1 in relatively quick order. Please prepare the Problems 1-1 and 1-2 of Chapter 1. The substance of the course starts with Chapter 2.</p> <p>CHAPTER 1: INTRODUCTION TO CONTRACT LAW</p> <p>A. What Do We Mean When We Talk About “Contract Law”?</p> <ul style="list-style-type: none"> • Problem 1-1 <p>B. Structure of Contract Law</p> <p>C. Sources of Contract Law</p> <p>D. Perspective of Contract Theory</p> <p>E. Lawyering Perspective</p> <ul style="list-style-type: none"> • Problem 1-2 (read this problem and think about it, but we will <u>not</u> be covering this problem in class) <p>CHAPTER 2: BASIS OF CONTRACTUAL OBLIGATION: MUTUAL ASSENT AND CONSIDERATION</p> <p>A. Mutual Assent</p> <ul style="list-style-type: none"> • Ray v. William G. Eurice & Bros., Inc. • Lonergan v. Scolnick • Normile v. Miller • Problem 2-1 • Cook v. Coldwell Banker/Frank Laiben Realty • Sateriale v. R.J. Reynolds Tobacco Co. • Problem 2-2 	1-22 23-65
2	<p>A. Mutual Assent</p> <ul style="list-style-type: none"> • Walker v. Keith • Quake Construction v. American Airlines, Inc. • Problem 2-3 • Problem 2-4 <p>B. Consideration</p> <ul style="list-style-type: none"> • Hamer v. Sideway • Pennsy Supply, Inc. v. Am. Ash Recycling Corp. • Problem 2-5 • Dougherty v. Salt 	66-105

3	<p>B. Consideration</p> <ul style="list-style-type: none"> • Plowman v. Indian Refining Co. • Harris v. Time, Inc. • Marshall Durbin Food Corp. v. Baker • Problem 2-6 • Jannusch v. Naffziger • E.C. Styberg Engineering Co. v. Eaton Corp. 	105-147
4	<p>C. Contract Formation under UCC Article 2</p> <ul style="list-style-type: none"> • Princess Cruises, Inc. v. General Electric Co. • Brown Machine, Inc. v. Hercules, Inc. • Paul Gottlieb & Co. v. Alps South Corp. • Problem 2-7 • Problem 2-8 	147-181
5	<p>D. Electronic and “Layered” Contracting</p> <ul style="list-style-type: none"> • DeFontes v. Dell, Inc. • Long v. Provide Commerce, Inc. • Problem 2-9 <p>CHAPTER 3: LIABILITY IN ABSENCE OF BARGAINED-FOR EXCHANGE: RELIANCE ON GRATUITOUS PROMISES, UNACCEPTED OFFERS, AND PRINCIPLE OF RESTITUTION</p> <p>A. Protection of Promisee Reliance: Doctrine of Promissory Estoppel</p> <ul style="list-style-type: none"> • Kirksey v. Kirksy • Harvey v. Dow 	181-212 213-224
6	<p>A. Protection of Promisee Reliance: Doctrine of Promissory Estoppel</p> <ul style="list-style-type: none"> • King v. Trustees of Boston University • Problem 3-1 • Katz v. Danny Dare, Inc. • Aceves v. U.S. Bank <p>B. Liability in Absence of Acceptance: Option Contracts, Offeree Reliance, and Statutory Limitations on Revocation</p> <ul style="list-style-type: none"> • Berryman v. Knoch • James Baird Co. v. Gimbel Bros., Inc. • Drennan v. Star Paving Co. 	224-272

7	<p>B. Liability in Absence of Acceptance: Option Contracts, Offeree Reliance, and Statutory Limitations on Revocation</p> <ul style="list-style-type: none"> • Pop's Cones, Inc. v. Resorts Int'l Hotel, Inc. • Problem 3-2 • Problem 3-3 • Problem 3-4 <p>C. Liability for Benefits Received: Principle of Restitution</p> <ul style="list-style-type: none"> • Credit Bureau Enterprises, Inc. v. Pelo • Commerce Partnership 8098 Limited Partnership v. Equity Contracting Co. • Watts v. Watts • Mills v. Wyman 	272-321
8	<p>C. Liability for Benefits Received: Principle of Restitution</p> <ul style="list-style-type: none"> • Webb v. McGowin • Problem 3-5 • Problem 3-6 <p>CHAPTER 4: STATUTE OF FRAUDS</p> <p>A. General Principles: Scope and Application</p> <ul style="list-style-type: none"> • Crabtree v. Elizabeth Arden Sales Corp. • Beaver v. Brumlow • Problem 4-1 	322-359
9	<p>A. General Principles: Scope and Application</p> <ul style="list-style-type: none"> • Alaska Democratic Party v. Rice • Problem 4-2 • Problem 4-3 <p>B. Sale of Goods Statute of Frauds: UCC § 2-201</p> <ul style="list-style-type: none"> • Buffaloe v. Hart • Problem 4-4 <p>CHAPTER 5: EXPRESS TERMS OF AGREEMENT: PRINCIPLES OF INTERPRETATION AND PAROL EVIDENCE RULE</p> <p>A. Principles of Interpretation</p> <ul style="list-style-type: none"> • Prochazka v. Bee-Three Development, LLC 	360-401
10	<p>A. Principles of Interpretation</p> <ul style="list-style-type: none"> • Frigalment Importing Co. v. N.N.S. Int'l Sales • C&J Fertilizer, Inc. v. Allied Mutual Insurance Co. • Problem 5-1 <p>B. Parol Evidence Rule</p> <ul style="list-style-type: none"> • Thompson v. Libby 	401-440

11	<p>B. Parol Evidence Rule</p> <ul style="list-style-type: none"> • Taylor v. State Farm Mut. Auto. Insurance Co. • Sherrodd, Inc. v. Morrison-Knutsen Co. • Nanakuli Paving & Rock Co. v. Shell Oil Co. • Problem 5-2 • Problem 5-3 	440-483
12	<p>MIDTERM EXAM (Wed., February 19, class session)</p>	
13	<p>CHAPTER 6: SUPPLEMENTING THE AGREEMENT: IMPLIED TERMS, OBLIGATION OF GOOD FAITH, AND WARRANTIES</p> <p>A. Rationale for Implied Terms</p> <ul style="list-style-type: none"> • Wood v. Lucy, Lady Duff-Gordon • Leibel v. Ranor Manufacturing Co. <p>B. Implied Obligation of Good Faith</p> <ul style="list-style-type: none"> • Seidenberg v. Summit Bank • Morin Building Products Co. v. Baystone Construction, Inc. • Problem 6-1 • Locke v. Warner Brothers, Inc. • Geysen v. Securitas Security Services, USA, Inc. 	485-544
14	<p>B. Implied Obligation of Good Faith</p> <ul style="list-style-type: none"> • Problem 6-2 • Problem 6-3 <p>C. Warranties</p> <ul style="list-style-type: none"> • Bayliner Marine Corp. v. Crow • Problem 6-4 • Speight v. Walters Development Co. <p>CHAPTER 7: AVOIDING ENFORCEMENT: INCAPACITY, BARGAINING MISCONDUCT, UNCONSCIONABILITY, AND PUBLIC POLICY</p> <p>A. Minority and Mental Incapacity</p> <ul style="list-style-type: none"> • Problem 7-1 • Dodson v. Shrader • Sparrow v. Demonico 	544-574 575-585

15	<p>B. Duress and Undue Influence</p> <ul style="list-style-type: none"> • Totem Marine Tug & Barge, Inc. v. Alyeska Pipeline Service Co. • Odorizzi v. Bloomfield School District • Problem 7-2 • Martinez-Gonzalez v. Elkhorn Packing Co. 	586-632
16	<p>C. Misrepresentation and Nondisclosure</p> <ul style="list-style-type: none"> • Syester v. Banta • Hill v. Jones • Park 100 Investors, Inc. v. Kartes <p>D. Unconscionability</p> <ul style="list-style-type: none"> • Williams v. Walker-Thomas Furniture Co. 	632-676
17	<p>D. Unconscionability</p> <ul style="list-style-type: none"> • Higgins v. Superior Court of Los Angeles County • De La Torres v. CashCall, Inc. • <p>E. Public Policy</p> <ul style="list-style-type: none"> • Problem 7-3 • Valley Medical Specialists v. Farber 	676-720
18	<p>E. Public Policy</p> <ul style="list-style-type: none"> • P.M. v. T.B. • Problem 7-4 • Problem 7-5 <p>CHAPTER 8: JUSTIFICATION FOR NONPERFORMANCE: MISTAKE, CHANGED CIRCUMSTANCES, AND CONTRACTUAL MODIFICATIONS</p> <p>A. Mistake</p> <ul style="list-style-type: none"> • Lenawee County Board of Health v. Messerly • BMW Financial Services NA, LLC v. Deloach • Problem 8-1 	720-767

19	<p>B. Changed Circumstances: Impossibility, Impracticability, and Frustration</p> <ul style="list-style-type: none"> • Hemlock Semiconductor Operations, LLC v. Solarworld Industries Sachsen GmbH • Mel Frank Tool & Supply, Inc. v. Di-Chem Co. • Problem 8-2 • Problem 8-3 <p>C. Modification</p> <ul style="list-style-type: none"> • Problem 8-4 • Alaska Packers' Association v. Domenico • Kelsey-Hayes Co. v. Galtaco Redlaw Castings 	768-812
20	<p>C. Modification</p> <ul style="list-style-type: none"> • Brookside Farms v. Mama Rizzo's, Inc. • Problem 8-5 <p>CHAPTER 9: CONSEQUENCES OF NONPERFORMANCE: EXPRESS CONDITIONS, MATERIAL BREACH, AND ANTICIPATORY REPUDIATION</p> <p>A. Express Conditions</p> <ul style="list-style-type: none"> • Oppenheimer & Co. v. Oppenheim, Appel, Dixon & Co. • J.N.A. Realty Corp. v. Cross Bay Chelsea, Inc. • Problem 9-1 	812-850
21	<p>B. Material Breach</p> <ul style="list-style-type: none"> • Jacob & Youngs, Inc. v. Kent • Sackett v. Spindler <p>C. Anticipatory Repudiation</p> <ul style="list-style-type: none"> • Truman L. Flatt & Sons Co. v. Schupf • Hornell Brewing Co. v. Spry • Problem 9-2 • Problem 9-3 	850-892
22	<p>CHAPTER 10: EXPECTATION DAMAGES: PRINCIPLES AND LIMITATIONS</p> <p>A. Computing the Value of Plaintiff's Expectation</p> <ul style="list-style-type: none"> • Crabby's, Inc. v. Hamilton • Handicapped Children's Edu. Bd. v. Lukaszewski • American Standard, Inc. v. Schectman <p>B. Restrictions on Recovery of Expectation Damages: Foreseeability, Certainty, and Causation</p> <ul style="list-style-type: none"> • Hadley v. Baxendale • Florafax Int'l, Inc. v. GTE Market Resources, Inc. 	893-941

23	<p>C. Restrictions on Recovery of Expectation Damages: Mitigation of Damages</p> <ul style="list-style-type: none"> • Rockingham County v. Luten Bridge Co. • Maness v. Collins • Jetz Service Co. v. Salina Properties <p>D. Nonrecoverable Damages: Items Commonly Excluded from Plaintiff's Damages for Breach of Contract</p> <ul style="list-style-type: none"> • Zapata Hermanos Sucesores, S.A. v. Hearthside Baking Co., Inc. • Erlich v. Menezes 	941-989
24	<p>A. Restitutionary Damages</p> <ul style="list-style-type: none"> • United States ex rel. Coastal Steel Erectors, Inc. v. Algernon Blair, Inc. • Lancellotti v. Thomas • Shaffer v. George Washington University • Problem 11-2: Rania Tariq's Franchise Contract, Part II <p>B. Specific Performance</p> <ul style="list-style-type: none"> • City Stores Co. v. Ammerman 	1021-1079
25	<p>C. Specific Performance</p> <ul style="list-style-type: none"> • Reier Broadcasting Co., Inc. v. Kramer <p>D. Agreed Remedies</p> <ul style="list-style-type: none"> • Barrie School v. Patch • Problem 11-3 • Problem 11-4 • Problem 11-5 <p>CHAPTER 12: RIGHTS AND DUTIES OF THIRD PARTIES</p> <p>A. Rights of Third Parties as Contract Beneficiaries</p> <ul style="list-style-type: none"> • Vogan v. Hayes Appraisal Associates, Inc. 	1079-1124
26	<p>A. Rights of Third Parties as Contract Beneficiaries</p> <ul style="list-style-type: none"> • Chen v. Chen • Problem 12-1 • Problem 12-2 <p>B. Assignment of Contractual Rights and Duties</p> <ul style="list-style-type: none"> • Herzog v. Irace • Sally Beauty Co. v. Nexxus Products Co. • Problem 12-3 • Problem 12-4 	1124-1159
	FINAL EXAM: TBD	