

## **Contracts § 3A**

University of Florida Levin College of Law

*Spring 2026*

LAW 5000— 3 Credits

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Class Hours: **MTW 9:00am-10:15am** HH285B

Office Hours: M&T 1:00-3:00 and by appointment 312E

### **Course Description**

Welcome to Contracts! Contracts introduces the world of legally enforceable promises along with the elaborate historical and doctrinal machinery that has evolved to enforce them. Over the semester, we will learn what makes Contracts different than other areas of law, how to form a contract, how to make an offer and how to accept an offer, the nature of consideration, what counts as a breach of contract, and what sort of remedies are available when contracts are breached. We will learn all this by reading cases that chronicle some of the many ways even seemingly straightforward promises can go awry. We will also cover some foundational private law questions related to promises and promise-making, along with some of the many default rules that often govern real-world contractual disputes. By exploring this material, we will see how the law gives legal structure everyday exchanges, transforming ordinary commercial and personal expectations into legal obligations with consequences.

## Course Goals

The goal of this course is to equip students with an understanding of contract law as a central institution of private law. We will learn about the role of contracts in the broader economy, and how contracts can serve as a legal tool to enable individuals to structure relationships and coordinate economic activity. By examining how rules of formation, interpretation and remedy balance autonomy with constraint, we will learn how contract law channels market action into cooperation, when and why it fails to do that, and how contract law can help society decide how to allocate responsibility when bargains fail.

## Student Learning Outcomes

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

- Understand how contract law transforms private bargains into enforceable commitments, and why this process is essential to the functioning of markets.
- Analyse the rules governing formation, interpretation, performance and breach, with an eye to how they allocate risk and manage uncertainty.
- Evaluate judicial and statutory approaches to remedies, considering how different choices shape incentives and behaviour.
- Develop the ability to read cases and statutes critically, along with how to extract legal principles from cases and how to distinguish similar and dissimilar cases.
- Apply contract doctrine to real-world transactions, assessing how legal rules can shape real-world decisions.

## Materials

- Our casebook is *Contracts: Cases and Comments* by Dawson, Harvey, Henderson and Baird (Eleventh Edition) (Foundation).

- There will be other readings on Canvas as assigned.
- From time to time, I may also assign text, audio, or video resources available online or through the library.

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.

### Assessments

Grades will be based on the final exam, with some modification possible based on class participation. Grades will follow the [standard curve](#).

## Course Policies

### *Attendance*

Attendance in class is required by both the ABA and the Law School. Attendance will be taken at each class meeting. Students are allowed four unexcused absences during the course of the semester. Valid excuses for absence will be accepted before class. In extenuating circumstances, valid excuses with proof will be accepted after class. 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](#).

### *Technology Policy*

With limited exceptions, I do not allow electronics in class. We may, from time to time, do some multiple choice questions through a polling app, some students may need to use Microsoft Teams to do group work with a remote student, etc. In those instances, I will allow devices. However, in the ordinary course of class, students should not have laptops, tablets, phones, etc. out. However, if you are using a tablet for the sole purpose of note taking that *is* allowed— just let me know beforehand.

*Note: I will make an exception for a class scribe. If the class would like to select one student to keep typed notes to be posted on Canvas for collective use, I will allow the class scribe to use a computer for that purpose.*

### *Academic Integrity and Honesty*

Academic honesty and integrity are fundamental values of the University community. Students should be sure that they understand the UF Law Honor Code located [here](#). The UF Law Honor Code also prohibits use of artificial intelligence to assist in completing quizzes, exams, papers, or other assessments unless expressly authorized by the professor to do so.

### *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](#).

### *UF Academic Policies and Resources:*

Other information about UF academic policies and resources can be found at [this link](#).

### *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. Each weekly class is approximately four hours in length, requiring at least eight hours of preparation outside of class.

### *Mental Health*

The law school has [collected various resources](#) to help students pursue various forms of wellness. I would like to focus attention on the mental health portion of the page:

- The University of Florida operates a Counseling and Wellness Center that provides services and information regarding mental health. [Visit their website for more information](#).
- The University of Florida's [Disability Resource Center's website](#) can connect you with resources if you need special accommodations or services.
- UF's [U Matter, We Care](#) program offers health & wellness programs as well as programs for students in distress.
- [LawLifeline](#) –Law Lifeline is an online mental health resource designed specifically for law students.
- [Lawyers With Depression](#) – Lawyers With Depression is a website that offers information on dealing with depression.
- [Substance Abuse and Mental Health Toolkit for Law School Students and Those Who Care About Them](#) – This toolkit from the American Bar Association provides substance abuse and mental health information and resources tailored for law students.

## Schedule

*This schedule is subject to change. I would like to arrange some guest speakers, and that might throw off timing or require rearranging for scheduling purposes. Each class meeting is numbered; some class meetings have multiple assignments. Numbers in parentheses point to casebook pages that you should read in preparation for a class meeting.*

### PART 1: ENFORCING CONTRACTS

#### *Expectation Damages Principle*

- [1-2] Hawkins v. McGee (1-8)
- [3] Groves v. John Wunder Co.; Peevyhouse v. Garland Coal & Mining Co. (9-21)
- [4] Acme Mills & Elevator Co. v. Johnson; Missouri Furnace Co. v. Cochran; (27-30, 31-37)
- [5] Neri v. Retail Marine Corp. (37-42)

### *Reliance*

- [5] Chicago Coliseum Club v. Dempsey (45-53)
- [6] Security Stove & Mfg. Co. v. American Ry. Express Co.; L. Albert & Son v. Armstrong Rubber Co. (53-58)
- [7] World of Boxing LLC v. King; Merry Gentlemen, LLC v. George and Leona Productions, Inc. (58-66) (Optional reading: 66-72)

### *Mitigation and Other Limits*

- [7] Rockingham County v. Luten Bridge Co (72-75)
- [8] Parker v. Twentieth Century-Fox Film Corp.; Hadley v. Baxendale (78-84, 94-97)
- [9] Sunnyland Farms, Inc. v. Central New Mexico Electric Cooperative, Inc.; ASK Chemicals, LP v. Computer Packages, Inc. (104-11, 121-27)

### *Restitution*

- [10] Boone v. Coe; United States v. Algernon Blair; Kearns v. Andree (127-131, 133-35, 136-38, 139-40, 141-49)
- [11] Enslin v. The Coca-Cola Company; Stark v. Parker; Britton v. Turner (150-52,

157-66, 170-71)

### ***Liquidated Damages and Penalty Clauses***

- [12] Muldoon v. Lynch; Autauga Quality Cotton Assn. v. Crosby; Samson Sales v. Honeywell (178-92, 195-99)

### ***Specific Performance***

- [13] Edge Group WAICCS v. Sapir Group; Fitzpatrick v. Michael; Lumley v. Wagner (200-09, 214-19, 226-32)

### ***Tortious Interference***

- [14] Lumley v. Gye; Eldridge v. Johndrow; J.D. Edwards v. Podany (998-1001, 1007-1015)

## **PART 2: CREATING LEGALLY ENFORCEABLE PROMISES**

### ***The Bargained-For Exchange ("Consideration")***

- [15] Hamer v. Sidway; Earle v. Angell; Whitten v. Greeley-Shaw; Fischer v. Union Trust Co. (255-60, 263-67)

### ***Promises Grounded in the Past ("Moral Consideration")***

- [16] Mills v. Wyman; Webb v. McGowin (269-84)

### ***Promissory Estoppel***

- [16] Seavey v. Drake; Kirksey v. Kirksey, Ricketts v. Scothorn (286-94)
- [17] Prescott v. Jones; Stewart v. Cendant Mobility Services (294-295, 307-17)
- [18] Garwood Packaging, Inc. v. Allen & Co., Inc.; ATA Airlines Inc. v. Federal Express Corp.; Classic Cheesecake Co. v. JPMorgan Chase Bank (321-329, 333-40)

## PART 3: IDENTIFYING THE MOMENT WHEN CONTRACTS ARE CREATED

### *The "Meeting of the Minds" ("Mutual Assent")*

- [19] Raffles v. Wichelhaus; Flower City Painting Contractors. v. Gmina Constr.; Embry v. Hargadine-McKittrick Dry Goods (345-49, 350-56)

### *Offer and Acceptance ("Unilateral Contracts," "Bilateral Contracts," "Mailbox Rule")*

- [20] Bridge City Family Medical Clinic, P.C. v. Kent & Johnson, LLP; Morrison v. Thoelke; Trinity Homes v. Fang (358-74)
- [21] Moulton v. Kershaw; Nguyen v. Barnes & Noble, Inc.; Petterson v. Pattberg (374-97)

### *Preliminary Negotiations ("Option Contracts," "Irrevocable Offers," "Type I and Type II Preliminary Agreements")*

- [22] James Baird Co. v. Gimbel Bros.; Drennan v. Star Paving Co. (399-411)
- [23] Goodman v. Dicker; Hoffman v. Red Owl Stores; Main Street Baseball, LLC v. Binghamton Mets Baseball Club, Inc. (411-12, 414-28)

### *Contracts Without Bargaining ("Clickwrap," "Browsewrap")*

- [24] ProCD, Inc. v. Zeidenberg; Hill v. Gateway, Inc.; Nguyen v. Barnes & Noble Inc.; Meyer v. Uber Technologies, Inc. (436-39, 446-53, 461-72)

### *Limited and Indefinite Promises ("Mutuality," "Indefiniteness," "Implied Duties")*

- [25] Wood v. Lucy, Lady Duff-Gordon; Micro Capital Investors, Inc. v. Broyhill Furniture Industries, Inc.; Blinn v. Beatrice Community Hosp. and Health Center, Inc. (483-84, 486-91, 496-506)

## PART 4: INTERPRETATION

### *Terms of Engagement ("Disclosure Duties")*

- [26] Laidlaw v. Organ; Los Angeles Unified School District v. Great American Insurance Co. (507-13, 522-28, 534-35)

*The Effect of Adopting a Writing ("Parol Evidence Rule")*

- [27] Mitchill v. Lath; End Line Investors v. Wells Fargo Bank (576-84, 587-92)
- [28] Hatley v. Stafford (593-601)

*Form Legal Rules and Contract Interpretation ("Plain Meaning Rule," "Forthright Negotiator Principle")*

- [28] P.G.&E Co. v. G.W. Thomas Drayage & Rigging Co.; Columbia Nitrogen Corp. v. Royster Co. (608-12)
- [29] United Rentals v. RAM Holdings, Inc. (614-24)

*Interpreting the Promise ("Anti-Reliance Clauses," "Good Faith")*

- [29] Rissman v. Rissman; Cirillo v. Slomin's (536-45)
- [30] Weber Manufacturing Technologies, Inc. v. Plasan Carbon Composites, Inc.; Market Street Associates Ltd. Partnership v. Frey (559-71)

*Mistake and Excuse ("Mutual Mistake," "Impossibility," "Frustration")*

- [30] Sherwood v. Walker (625-31)
- [31] Jerome M. Eisenberg, Inc. v. Hall; Lakshmi Grocery & Gas, Inc. v. GRJH, Inc.; Elsinore Union Elementary School Dist. v. Kastorff (631-45, 646-49)
- [32] Taylor v. Caldwell; Krell v. Henry; World of Boxing LLC v. King; Hemlock Semiconductor Operations, LLC v. SolarWorld Industries Sachsen GmbH (653-61, 670-78)

## **PART 5: MINIMIZING EXPLOITATION**

### *Policing the Bargain ("Economic Duress," "Unconscionability")*

- [33] Zuckerman v. The Metropolitan Museum of Art; Alaska Packers' Ass'n v. Domenico; Merry Gentleman, LLC v. George and Leona Productions, Inc.; Levine v. Blumenthal (823-28, 829-34, 838-41, 842-50)
- [34] Henningsen v. Bloomfield Motors; Richards v. Richards; Williams v. Walker-Thomas Furniture Co.; Brower v. Gateway 2000 (887-89, 891-902, 903-08, 918-24, 929-33)

## **PART 6: CONDITIONS**

### *Conditions and the Duty to Continue Performance*

- [35] Nichols v. Raynbred; Kingston v. Preston (691-98)

### *Protecting the Exchange on Breach*

- [35] Strouth v. Pools by Murphy and Sons; Plante v. Jacobs; Jacob & Youngs v. Kent (757-66)