

CONTRACTS

Section 1A

Spring 2026

Prof. Rachel Arnow-Richman

rarnowrichman@law.ufl.edu

(352) 273- 0645

Class Meetings

W/Th/F 10:45am-12pm

Rm. HH-270

Office Hours

Wed 12-1pm (HOL 377)

Mon 11am-12pm ([Zoom](#))

Course Description

This is a course about promises. We all make promises in our lives, for all sorts of reasons: promises to our families and friends, promises to co-workers and acquaintances, and promises in business and other transactional settings. All promises are not created equal, however. Some create only moral obligations, not legal ones. If we choose not to honor those promises, all that is lost is the value of our good word. On the other hand, certain promises, have *legal* consequences. Those are promises that may be enforced through the judicial system. If we renege, the promisee may bring a lawsuit and the court will hold us responsible for the obligation we assumed. It is the availability of legal recourse that makes a commitment more than just a promise; it makes the promise contractual.

The initial objective of this course will be to discover which kinds of promises create contracts, which do not, and for what reasons. To do so, we will learn about the doctrines of offer, acceptance, and consideration, which are the “ingredients” of an enforceable commitment. Once we learn how binding contractual obligations arise, we will spend the rest of the semester learning how parties can avoid carrying out those same obligations and what happens when they do. We will study contract interpretation, the effect of unexpected changes in circumstance, and how the law responds when performance is incomplete, defective, or simply refused.

Throughout the course you should be aware of the continuing tension between two diametrically opposed judicial impulses: (1) the desire to enforce the letter of the parties’ agreement, and (2) the desire to achieve a “fair” or “just” result. Both impulses are motivated by laudable goals. The former seeks to respect the private law created by the parties, thereby promoting predictability and efficiency in transactional settings and reducing litigation. The latter seeks to avoid mechanical enforcement of contracts, effectuate party intent, and ensure that neither side is taken advantage of or unjustly enriched. Understanding this tension should help guide you in reading contradictory cases, parsing muddled doctrine, and puzzling out the various other ambiguities that are the hallmark of lawyers’ work.

A secondary objective of the course is to develop a framework for understanding transactional practice. Contract law is the foundation on which all economic business is conducted, and it is used strategically by parties to achieve certain goals. In this way, Contracts differs from “public law” courses, like Criminal Law or Torts, that concern how society regulates and punishes anti-social or other unwelcome behavior. The disputing parties in contracts cases were, at one time, partners trying to achieve a shared goal. In reading the case material, you should therefore think not only about the legal rules that govern contracts and the particular result in the case, but also about why the parties’ contract failed in the first place. Consider how you might have counseled either party to structure the deal differently or draft the contract language more strategically in order to avoid the resulting litigation. Developing this mindset is the first step toward becoming a transactional attorney who can effectively represent clients in negotiating, drafting, and ultimately effectuating any type of deal.

Learning Objectives

The over-arching objectives for this course are for you to learn/obtain the following:

- (1) a foundational understanding of the sources, scope, and content of contract law doctrine, including the differences between common law rules and the commercial code;
- (2) the ability to read, analyze, and reason from cases and statutes, as well as to understand how those processes differ based on the type of authority;
- (3) the ability to cogently and concisely articulate principles of law and legal arguments orally and in writing;
- (4) the ability to identify areas where the law is unclear or in conflict and begin to understand how lawyers operate and counsel clients in light of those uncertainties;
- (5) a preliminary understanding of the professional skills and responsibilities involved in representing transactional clients, including introductory drafting and counselling skills.

More specific objectives tied to individual assignments can be found in the separately posted “Reading Assignments” document and the course modules on the course website hosted by Canvas.

Required Materials

The casebook for the course is Cases and Materials on Contracts: Making and Doing Deals, by Epstein, Markell and Ponoroff (6th ed. 2022). While the casebook will be the primary source for class assignments and instruction, you are strongly encouraged to purchase Selections for Contracts, edited by Farnsworth, et al., which is a paperback compilation of the statutory provisions covered in the casebook. The current or any recent past edition of this (or a similar) publication. From time to time, I will supplement these two sources by posting materials or citations to Canvas. In thinking about which books to purchase and in what format, be mindful that you will not have access to electronic materials during the exams.

For anyone who is interested in expanding their understanding of how lawyers use contracts and contract law, I recommend Threedy, Developing Professional Skills: Contracts (2013), a paperback workbook containing a series of short exercises on implementing contract doctrine in practice. This book is not required, however, it is a good resource for testing your understanding of the law while also getting a feel for what transactional lawyers actually do.

In-Class Participation

You have doubtlessly heard many times by now that law school courses are designed not to teach you “the law,” but to facilitate your discovery of how lawyers use law and predict legal results. This is done through careful reading, case analysis, and application of legal principles to particular scenarios. Thorough preparation of the assigned readings, combined with articulation and application of the ideas they contain in class, are crucial to your understanding of the basic concepts of the first-year curriculum.

Therefore all students should expect to be called on to participate in class on a random basis over the course of the semester. However, unlike classes where you are in the “hotseat” for an entire case discussion, I endeavor to follow a “3 question” rule: no more than three substantive questions per student before moving on to another participant. You will therefore be “on” for shorter windows, but with greater frequency. Your voluntary and solicited class participation, along with the discussion board credit described below, will comprise approximately ten percent of the final grade. Class participation will be evaluated daily and will be based on both the quality and consistency of your contributions.

Invariably there will come a day when you are unable to adequately prepare for class. You should not skip class on such occasions. Instead, you may inform me in writing before the start of the class, a maximum of two times per semester, and receive a “pass” for those days. Passes should be requested in writing, on a full piece of paper, and placed on my desk by the start of class. Passes submitted by email must arrive no later than 30 minutes before the start of class and it is recommended that you confirm I received your pass when you arrive. All passes must contain your full name, the date, and a number (1 or 2) indicating first or second pass. You do not need to include the reason you are requesting a pass. If you do not inform me that you are taking a pass before class, and you are unprepared when called on, I will reduce your participation credit for the semester by 30%. Please keep track of your passes. Submitting a third pass will be treated as an unprepared with the same consequences to participation credit.

Assessment

There will be three forms of assessment: participation, quizzes, and exams.

Participation. Beyond the in-class participation requirements (described above), I will regularly open threads on Canvas that extend class discussions or cover aspects of the reading we were unable to address. Where appropriate, these forms of additional participation will be credited and be added to your in-class participation credit.

Quizzes. Over the course of the semester, you will complete a series of formative “micro” quizzes consisting of 1-3 multiple choice questions regarding a particular case or statute. These questions are designed to support your close reading of the material; they are non-evaluative and count for a completion grade only. Please see the separately posted “Quiz Information” document for more about the quiz content, frequency, and anticipated schedule.

Exams. There will be one midterm and one (non-cumulative) final exam. Both will be in-classroom, essay-style exams consisting of 1-2 fact patterns. You will be permitted to consult your physical course materials, subject to some limitations, during exam administration. You will not have access to the internet or your computer drive. At several points over the course of the semester you will receive practice essay exam questions to help you review and prepare for the exams. More information about exam preparation, review, and exam content will be provided in class and over the course of the semester. (For questions about exam accommodation and delay, see the law school’s policy available [here](#)).

Final grades for the course will be based on the following approximate percentages: Participation (10%), quizzes (5%), midterm (30%) and final (55%). Grade distribution will follow UF’s [grading policy](#). All assessments are subject to UF’s student Honor Code.

Assessment is your responsibility as well as mine. Students are expected to provide feedback on the quality of instruction in this course by completing [online evaluations](#). You will receive instructions about when and how to complete course evaluations during the last two or three weeks of the semester.

Attendance, Communication and Professionalism

The ABA requires that students attend eighty percent of all class meetings. This means you are permitted approximately five absences total over the course of the semester. In general, I do not expect you to explain or notify me of ordinary (1-2 day) absences, and I do not distinguish between “excused” and “unexcused” absences. I prefer to treat students as lawyers who manage their own schedules and exercise judgment about how to balance competing commitments. The two exceptions to this policy are absences related to COVID and for religious holiday observances. Such absences will be excused and not count toward your ABA attendance requirements. Regardless of the reason for your absence, please exercise professionalism in communicating about and making up for your absence. Exercising professionalism in this context means taking ownership of your choices, being circumspect in the amount of personal information you share, and making appropriate accommodations for what you miss in a way that is respectful of and minimally burdensome to your supervisor (professor) and colleagues (classmates). For more information, see the UF Law [attendance policy](#).

Keep this advice in mind when communicating about other class-related matters as well, particularly when using email. In an era when we have so many real-time ways of engaging with one another, email has arguably become a more “official” channel for communication. Colleagues (and especially your supervisors) will expect you to treat it as you would other forms of professional interaction. Use a respectful address and tone, keep your message concise, and

try to consolidate requests to reduce email traffic. Before sending an email to a school administrator, professor, or other professional contact, ask yourself whether the message you drafted would be appropriate to send to an important partner in your law firm or a judge hearing your case.

Professionalism in the classroom includes arriving on time, turning off sound on computers, cell phones and other devices, and avoiding distracting behavior (texting, web surfing, entering and leaving the room unnecessarily), etc. Always be respectful and supportive of your classmates. While your robust participation is most welcome, if you are a frequent contributor consider making space for others and listen carefully to what they say.

The choices you make in and out of class today, and throughout your J.D. program, are an expression of your development as a professional. Treat class as you would a meeting with your law firm colleagues and consider interactions with faculty the equivalent of dealing with a supervising partner or judge. This is an important part of what you are learning in law school.

Accommodations & Assistance

Most students require or can benefit from assistance with or adjustments to their learning experience at some point in their careers, and I am happy to work with you to discuss pathways to success that suit your learning style. If you believe you require a more formal accommodation due to a physical or mental disability, please register with the [Disability Resource Center](#) as a first step. Once registered, students will receive an accommodation letter that must be presented to the Assistant Dean for Student Affairs when requesting accommodation. If this applies to you, please initiate this procedure as early as possible in the semester and prior to reaching out to me.

Office Hours and Access

I will hold in-person office hours on Wednesdays after class and virtual office hours on Monday afternoons. You are also welcome to drop in any time my office door is ajar or schedule an appointment with me by email. For those who prefer to meet in person, I am generally available on campus on Wednesdays, Thursdays, and Fridays and some Tuesdays. On Mondays and most Tuesdays, I am available exclusively by Zoom.

Class Recordings

I have arranged for video recording of all classes, which will be made available to all enrolled students through Canvas. You do not need special permission to access them.

If you wish to make your own recording you may do so provided it is for your personal use only. Student-made recordings may not be published or shared with any person or entity through any medium or platform without the permission of the instructor.

Modality Adjustments & Cancellations

The following classes will not be held: **Fri, 2/10 and Thur 2/29 and Thur 4/2**. We will make up these classes (and any others that must be cancelled) through one of two methods:

1. A live make-up on a Friday before or after our regularly scheduled meeting time (i.e., a second class period that day).
2. A Zoom make up on a Monday during the 10:45am time slot.

It is also possible that I will make one or more recorded lectures available for you to view asynchronously.

A few other important tentative dates to note:

1. The midterm exam is currently scheduled to be held during on Friday 3/13.
2. During week 6 (Feb 25-27) and week 10 (April 1-3), we will not follow a regular in-class schedule. Instead, we will have a combination of Zoom and/or makeup classes and review meetings.

More details about the midterm itself and related scheduling adjustments will be announced later in the semester.

Readings and Assignments

It is anticipated that you will spend approximately two out-of-class hours reading and preparing for each one hour of class time. A tentative schedule of topics and reading assignments for the first five weeks of the course is contained in the separately posted “Reading Assignments” document. The assignment for the first class meeting is as follows:

1. Read textbook pages 12-18 and 29-37. This material is introductory. If you wish to get a jump start on the substantive material, the first two cases we will discuss are *Lucy v. Zehmer* and *Kolodziej v. Mason*, pages 43-65.
2. Review all administrative materials posted to the “Course Intro & Admin” Module (course policies, quiz instruction, handout on “stating the case,” etc.).
3. Come to the class with an example of a contract.

I will keep you informed in class and via Canvas of my coverage expectations for upcoming classes, any schedule changes, and any deletions or additions to the reading list. In general, however, expect to prepare two new cases for each meeting. Unless I indicate otherwise, I discourage you from reading too far ahead, as this will generally result in you having an insufficient recollection of the material to participate effectively. Should you find yourself lucky enough to be further “ahead,” please review previously completed readings prior to the relevant class meeting.

Additional Resources

Additional information about law school academic policies can be found [here](#). Additional information about the university’s academic policies can be found [here](#).

Contracts (Spring 2026)
Prof. Arnow-Richman

INFORMATION FOR THE FIRST CLASS

Welcome to Contracts. The required book for the course is:

Textbook: Epstein, Markell and Ponoroff, Cases and Materials on Contracts: Making and Doing Deals (6th ed. 2022).

Recommended Supplement: Farnsworth, etal., Selections for Contracts. Either the current or any recent past edition.

Assignment for the first class:

1. Read textbook pages 12-18 and 29-37. This material is introductory. If you wish to get a jump start on the substantive material, read the first case in Assign. 2, *Lucy v. Zehmer* p. 43.
2. Review all administrative materials posted to the "Course Intro & Admin" Module (course policies, quiz instruction, handout on "stating the case," etc.).
3. Come to the class with an example of a contract.

More information about the course will be published to the course website. Please check Canvas regularly and sign up for the course once it becomes available.

SCHEDULE OF READING ASSIGNMENTS

Part I & II

This schedule of class meetings and reading assignments may change. In general, read an additional two cases (from where we left off) for each successive class. See the “Class Policies” document for more information about reading expectations and class meeting times/format.

Text = Epstein, et al., *Making and Doing Deals: Contracts in Context* (6th ed. 2022)

RST = Restatement Second of Contracts, located in the statutory supplement or online

UCC = Uniform Commercial Code, located in the statutory supplement or online (references are to the 2001 official text except where indicated)

****Additional reading**, not keyed to any of the above sources are either publicly available or posted to the relevant Canvas module.

#	DATE	TOPIC	READING	GOALS & QUESTIONS
1	W 1/21	A short overview of contracts	<ul style="list-style-type: none"> Text 12-18, 24-28, 30-37 How Lawyers “State the Case” (posted) 	<p><u>Policy & Theory</u>: Begin to understand the themes of contract law and the purpose of contract enforcement.</p> <p><u>Contract “Pre-test”</u>: Answer the questions on p.16 based on your <i>instincts</i> about contract law!</p>
Part I. Assent				
2	Th 1/22	The nature of assent <ul style="list-style-type: none"> <i>Lucy v. Zehmer</i> (QUIZ) <i>Kolodziej v. Mason</i> (QUIZ) 	<ul style="list-style-type: none"> Text 43-65 Rubric on subjective vs objective assent (posted) 	<p><u>Policy & Theory</u>: What is the difference between the objective and subjective theories of assent? Why does contract law opt for the objective approach?</p> <p><u>Close Reading</u>: Find the subjective exception to the objective rule of assent, which is referenced (though not applied) in <i>Lucy</i>.</p>
3	F 1/23 W 1/28	Offer versus preliminary <ul style="list-style-type: none"> <i>Loneragan v. Scolnick</i> <i>Interstate v. Barclay</i> <i>Leonard v. Pepsico</i>, 88 F. Supp. 2d 116 (S.D.N.Y. 1999) <p>*Pay attention to <i>Lefkowitz v. Great Minneapolis Supply</i>, n.3.1, text p. 84)</p>	<ul style="list-style-type: none"> Text 66-78, 82-84 (n.2.3 to n.3.1) RST §§ 24, 26 UCC §§ 1-201(b)(3), 2-201(1), 2-204 Rubric on ads as offers (posted) 	<p><u>Policy & Theory</u>: What justifies the general rule on ads as offers? What justifies the exception? Who do these rules protect and against what?</p> <p><u>Sources of Law</u>: How does the UCC differ from the RST in terms of its authority and scope? What is the relationship between these two “codifications”?</p> <p><u>Reading Statutes</u>: How many different rules can you identify within the Code’s definition of a “good”?</p> <p><u>Rule Synthesis</u>: How do the rules on ads fit within the previous rules on offers generally? How would you organize an outline of the materials so far on assent?</p>

	DATE	TOPIC	READING	GOALS & QUESTIONS
4	Th 1/29	Destruction of the offer • <i>Dickinson v. Dodds</i> (QUIZ) • <i>Beall v. Beall</i> (QUIZ)	• Text 96-104, 107-08, 113-20 • UCC § 2-205 • Problems on Merchant's Firm Offer (posted)	<u>Reading Statutes</u> Read 2-205 and make a list of every element that the statute requires for the creation of a "firm offer." Using the language of the section, identify the consequences of creating a firm offer, as well as the two possible ways of determining the duration of a firm offer. Use this rubric to answer the questions in the posted exercise.
5	F 1/30	Method & manner of acceptance • <i>La Salle v. Vega</i> (QUIZ) • <i>Davis v. Jacoby</i>	• Text 126-30, 137-46 • RST §§ 32, 50(1) • UCC § 2-206	<u>Clarifying Doctrine</u> If the two parties in <i>La Salle</i> signed both signed the contract of sale, then why does the plaintiff/buyer lose? What rule explains this result? <u>Practice Point: Drafting</u> Which party do you think drafting party in <i>La Salle</i> include the rider regarding the effective execution of the contract of sale?
6	W 2/4	Attempted revocation • <i>Ellefson v. Megadeth</i> • <i>Marchiondo v. Scheck</i> (QUIZ)	• Text 166-71 • RST §§ 45, 63, 66	<u>Practice Point: Arguing in the Alternative</u> Go back to <i>Davis</i> after reading <i>Marchiondo</i> . Based on the latter case, what <u>alternative arguments</u> would you have made for the Davises regarding acceptance? In other words, if <i>Davis</i> had found the contract to be unilateral, can the Davises still win? <u>Practice Point: Preparing for Remand</u> What should counsel for the seller do following the decision for the broker in <i>Marchiondo</i> ? Can seller still win this case? What argument should he make and what facts would he need to support it?

	DATE	TOPIC	READING	GOALS & QUESTIONS
7	Th 2/5	Deviant acceptances: The common law mirror image rule <ul style="list-style-type: none"> • <i>Gresser v. Hotzler</i> (QUIZ) • <i>Fairmount Glass v. Crunden-Martin</i>, 51 S.W. 196 (Ct App KY 1899) 	<ul style="list-style-type: none"> • Text 176, 179-86 • RST §§ 58, 59, 61 	<p><u>Policy & Theory</u> What justifies the common law “mirror image” rule? Under what circumstances does this rule protect the offeror? Under what circumstance might it create incentives for opportunistic behavior?</p> <p><u>Close Reading</u> Is discussion in <i>Gresser</i> of a supposed “materiality” exception to the mirror image rule in Minnesota dicta or holding? If in a subsequent case you represented purchasers who had revised only the survey date and not the closing date under similar facts, what would you advise them about the status of their agreement?</p>
8	F 2/6, W 2/11	Deviant acceptance: The UCC battle of the forms <ul style="list-style-type: none"> • <i>SFEG v. Blendtec</i> • <i>Klocek v. Gateway</i> • <i>Berkson v. Gogo</i> (QUIZ) 	<ul style="list-style-type: none"> • Text 186-209, 211-30 • UCC § 2-207 • Problems on “Battle of the Forms” (posted) 	<p><u>Policy & Theory</u> Why does the UCC reject “mirror image”? Generally speaking, is the UCC rule more generous to offerors or offerees?</p> <p><u>Practice Point: Life under 2-207</u> If you are drafting an offer for a purchase or sale of goods, what would you do to try to prevent the inclusion of undesirable additional terms by the offeree? If you represent an offeree, what would you do in accepting an offer of sale or purchase in order to ensure your terms are included in the deal?</p>
9	Th 2/12	Indefinite and deferred “agreements” <ul style="list-style-type: none"> • <i>Varney v. Ditmars</i> (QUIZ) • <i>Moolenaar v. Co-Build Co.</i> • <i>Weigel Broadcasting v. TV-49</i> 	<ul style="list-style-type: none"> • Text 244-50, 256-58, 265-84 (thru n.3.1) • UCC §§ 2-305, 2-308, 2-309(1) and (2), 2-314 	<p><u>Policy & Theory</u> Do cases like <i>Varney</i> and <i>Moolenaar</i> concern K formation (Q1 “is there a K”?) or K interpretation (Q2 “what are the terms”?) Does the answer depend on source of law (UCC v. CL)? Policy? Something else?</p> <p><u>Practice Point</u> What is a “letter of intent” as a matter of practice (i.e., why do negotiating parties use them?) and as a matter of law (i.e., do they have legal force or other legal significance?)</p>

	DATE	TOPIC	READING	GOALS & QUESTIONS
Part II. Considerations and Alternatives				
10	F 2/13	Consideration as an element of contractual obligation <ul style="list-style-type: none"> • <i>Kirksey v. Kirksey</i> • <i>Hamer v. Sidway</i> (QUIZ) 	<ul style="list-style-type: none"> • Text 299-300, 316-25 • RST § 71 	<u>Rule Synthesis</u> What is the definition of consideration according to <i>Hamer</i> ? According to RST 71? Can the two rules be reconciled? <u>Policy & Theory</u> Does the fact that the plaintiff in <i>Kirksey</i> was a woman make it more or less likely that the parties contemplated an “exchange”? How does the language of the offeror in <i>Kirksey</i> differ from the language of the offeror in <i>Hamer</i> ? Is the difference legally significant? Does the gender of the offeree explain the difference (or the court’s view of it)?
11	M 2/16	(Tentative) Zoom Makeup for F 2/19 Contract modification and consideration <ul style="list-style-type: none"> • <i>Alaska Packers v. Domenico</i> (QUIZ) • <i>Angel v. Murray</i> 	<ul style="list-style-type: none"> • Text pp. 325-38 • RST §§ 73, 89 • UCC § 2-209(1) 	<u>Policy & Theory</u> What is the relationship between issues of consideration and issues of assent in these cases? How do concerns about the presence or lack of both contract elements inform the doctrine and results in each case? <u>Clarifying Doctrine</u> Using both cases, enumerate all possible arguments that may be raised by a party in <i>response to</i> a defense based on PELDR. <u>Practice Point: Drafting</u> What is the single most critical word in the contract in <i>Angel</i> ? How should the trash collector have changed the terms of the original deal to avoid the modification problem in the case?
12	W 2/18	Promissory estoppel as an alternative to consideration <ul style="list-style-type: none"> • <i>Ricketts v. Scothorn</i> (QUIZ) • <i>Pettersen v. Monaghan</i> 	<ul style="list-style-type: none"> • Text 355-66 • RST § 90 	<u>Clarifying Doctrine</u> What differences are there between the holding in <i>Ricketts</i> and RST 90? How would RST 90 have applied to the facts in <i>Ricketts</i> ? <u>Policy & Theory</u> In which of the two cases in this assignment does the use of promissory estoppel to enforce an otherwise non-binding promise seem more justified? Does your answer align with the results? Can you think of other cases you have read where application of the theory would seem as if not more justified?
13	Th 2/19	TBA		
	F 2/20	CANCELLED		