

CONTRACTS
UNIVERSITY OF FLORIDA LEVIN COLLEGE OF LAW
SPRING SYLLABUS – LAW 5000 – 4 CREDITS

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Office Hours: Wednesdays, 3:00 p.m. to 5:00 p.m. or by appointment

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

LOCATION: Holland Hall 355B

Section 1B: 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 criminal law. This semester, you continue building your legal writing skills and take on constitutional 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 is morally binding and should be enforced by our legal institutions. But that simple description covers over a world of ambiguity and a clash of values. Did these parties want to reach 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, why should the public commit the resources of the legal system to enforcing their private arrangement?

As with your other 1L courses, this course will focus on learning the basics of a substantive area of law and *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 we play a leading role in drafting the agreements in the first place. 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 Objectives

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, and Harry Prince (9th ed.), published by Aspen Publishing [ISBN: 978-1-5438-0147-7]. You do not need to purchase a statutory supplement, as those materials are freely available online.

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 turned in to me by the start of the corresponding class. Problems submitted after class begins will receive no credit.

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. The Problem-Based Method

We will be learning contracts law together largely through the *problem-based method*. 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. In the problem-based method, this approach is (mostly) flipped. I expect you to complete the readings and try your hand at the problem sets during your out-of-class preparation. During our class meetings, we will spend the bulk of our time together practicing the problems, both in small groups and as a whole class. I will spend some time reviewing or clarifying the material, but my goal is *not* to cover the same ground as the readings.

Studies support the premise that this interactive and applied approach trumps the traditional approach for important metrics of student learning.¹ 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

You may use your cellphone or a tablet for interactive polling. Should you choose to use a laptop or tablet to take notes, please close all software and browser windows that do not relate to this course. 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 parameters 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 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 office hours this semester will be on Mondays from 2:30 p.m. to 4:30 p.m. or by appointment. Please sign up for a 15-minute slot on Canvas. You may sign up as an individual or in small groups.

VII. 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 blind and follow UF Law's [grade distribution policy](#) when setting the curve. The following chart describes the grade point equivalent for each letter grade:

❖ A	4.00
❖ A-	3.67
❖ B+	3.33
❖ B	3.00
❖ B-	2.67
❖ C+	2.33
❖ C	2.00
❖ C-	1.67
❖ D+	1.33
❖ D	1.00
❖ D-	0.67
❖ E	0.00

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.

VIII. 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 Student 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](#).

IX. 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.

X. 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."

Unauthorized aid includes the use of artificial intelligence, including, but not limited to, ChatGPT and Harvey, to assist in completing quizzes, exams, papers, or other assessments. 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!

XI. Class Recording Policy

The Office of Student Affairs will continue to record all classes via Mediasite in case students must miss class for health reasons. The Office of Student Affairs will determine when students may have access to these recordings, and the recordings will be password protected. These recordings will be retained only for a short period of time, and it is the student’s responsibility to contact the Office of Student Affairs as soon as possible after an absence.

XII. COVID-19 Practices

Although the university is not requiring faculty, staff, and students to wear masks, everyone is welcome to wear masks. I will have spare masks available with me in the classroom so please do not be shy to ask for them. Most importantly, however, please do not come to class if you feel sick. Recent studies and guidance from the CDC state that both unvaccinated and vaccinated individuals can transmit the current COVID-19 variant to unvaccinated persons. The UF Student Health Center continues to offer vaccines to students at no charge, and we will strongly encourage all students to become vaccinated if they have not already done so. Information is available [here](#).

XIII. 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](#).

XIV. 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 CRYSTAL PRINCE), online, or on Canvas.

PART I – INTRODUCTION TO CONTRACTS	
1. Wed., Jan. 18	<i>Introduction; Objective Theory</i> pp. 35-46 (focus on <i>Ray v. Eurice</i>)
PART II – CONTRACT FORMATION	
2. Fri., Jan. 20	<i>Offer & Acceptance, Bilateral Contracts</i> pp. 46–59, supplemental case, <i>Izadi v. Machado</i>
3. Mon., Jan. 23	<i>Offer & Acceptance, Unilateral Contracts</i> pp. 60-66, supplemental case, <i>Allied Steel v. Ford Motor</i>
4. Wed.,	<i>Postponed Bargaining</i> pp. 66–76, 77–86

Jan. 25	
5. Fri., Jan 27	<i>Practice</i> pp. 86–94 (through note 4); Problem 2-2, pages 98-99 (don't turn in answer)
6. Mon., Jan. 30	<i>Battle of the Forms</i> 147–149; UCC 2-102, 2-105(1), 1-103(b), 163-184
7. Wed., Feb. 1	<i>Electronic and Layered Contracting</i> 21-33; 195-209
8. Fri., Feb. 3	<i>Consideration; Promissory Estoppel</i> 101-107, 115-118, 225-226
9. Mon., Feb. 6	<i>Promissory Estoppel; Option Contracts</i> 227-236; 247-255; 265-274
10. Wed., Feb. 8	<i>Option Contracts and Pre-Acceptance Reliance; Restitution</i> UCC 2-205; 274-284; 296-307 (not Problem 3-3)
11. Fri., Feb. 10	<i>Practice</i> 333-340; Problem (turn in paper copy by start of class, max. 750 words)
PART III – CONTRACT INTERPRETATION	
12. Mon., Feb. 13	<i>Statute of Frauds</i> 345-357
13. Wed., Feb. 15	<i>Designing Contracts</i> Reading on contract design principles; residential contracting agreement
14. Fri., Feb. 17	<i>Designing Contracts</i> Residential contracting agreement; 395-407

15. Mon., Feb. 20	<i>Contract Interpretation Generally; Parol Evidence Rule</i> 408-416; 427-437
16. Wed., Feb. 22	<i>Parol Evidence Rule; Implied Terms</i> 438-451 (do not read notes after case); 481-486
17. Fri., Feb. 24	<i>Obligation of Good Faith</i> 486-492; 492-505; 513-523 (ignore fraud claim)
18. Mon., Feb. 27	<i>Warranties</i> 547-556; UCC 2-313 through 2-316; 558-567
19. Wed., Mar. 1	<i>Practice</i> Problem 6-4, pp. 557-558 (turn in paper copy by start of class, max. 750 words; do not analyze tort theories)
PART IV – VALIDITY & ESCAPING CONTRACTS	
20. Fri., Mar. 3	<i>Misrepresentation & Non-Disclosure</i> 610-622; R2d 164, 162, 169, 622-632; R2d 160, 161
21. Mon., Mar. 6	<i>Unconscionability; Public Policy</i> 638-648; 680; 681-695
22. Wed., Mar. 8	<i>Mutual Mistake</i> 719-730
23. Fri., Mar. 10	<i>Changed Circumstances</i> 741-744; 757-768
24. Mon., Mar. 20	<i>Duress; Modification</i> 591-601; 771; 773-782
25. Wed., Mar. 22	<i>Practice</i> Problem 8-4, pp. 771-773 (turn in paper copy by start of class, max 750 words)
PART V – PERFORMANCE & BREACH	

26. Fri., Mar. 24	<i>Express Conditions</i> 803-827
27. Mon., Mar. 27	<i>Material Breach</i> 829-838; UCC 2-601
28. Wed., Mar. 29	<i>Material Breach</i> 841-849
29. Fri., Mar. 31	<i>Anticipatory Repudiation</i> 849-867
PART VI - REMEDIES	
30. Mon. Apr. 3	<i>Expectation Damages</i> 873-879; 985-990
31. Wed., Apr. 5	<i>Expectation Damages</i> 879-889; 895-901
32. Fri., Apr. 7	<i>Limits on Expectation Damages</i> 902-922
33. Mon., Apr. 10	<i>Non-recoverable Damages</i> 922-926; 948-957; 969-971
34. Wed., Apr. 12	<i>Practice</i> Problem 10-1, pp. 971-973 (turn in paper copy by start of class, max. 750 words)
35. Fri., Apr. 14	<i>Reliance and Restitution Damages</i> 1001-1012; 1020-1024; 1045 (first paragraph)
36. Mon., Apr. 17	<i>Specific Performance; Agreed Damages</i> 1048-1059; 1069-1086

PART VII – THIRD PARTIES	
37. Wed., Apr. 19	<i>Third-Party Beneficiaries</i> 1093-1104; 1115-1123
PART VIII – CONTRACTS AS SYSTEM	
38. Fri., Apr. 21	<i>Policy & Practice</i> TBD
39. Mon., Apr. 24	<i>Closing Discussion: The Ethical Structure of Contracts Law</i> TBD