

**WESTERN STATE UNIVERSITY COLLEGE OF LAW**  
**READING ASSIGNMENT – WEEKS 1 & 2**

**COURSE:**           **CONTRACTS I**  
**SECTIONS:**       **111 – A & B**  
**SEMESTER:**       **FALL 2015**  
**TIME:**            **T    1:00 – 3:00 p.m (Section B)**  
                          **TH 10:00 a.m. – 12:00 p.m. (Section A)**  
**PROFESSOR:**     **MOHR**

- I. **REQUIRED BOOKS FOR WEEK 1.** The required books must be brought to all classes. You are expected to have read any statute (U.C.C. section) or Restatement sections in the Selections to which the cases or other material in the Casebook refer.  
E. Allan Farnsworth, William F. Young, Carol Sanger, Neil B. Cohen & Richard R. Brooks, Cases & Materials on Contracts (8th ed. Found. Press 2013).  
E. Allan Farnsworth, William Young & Carol Sanger, Selections for Contracts 2013 (Foundation Press 2013).  
Kevin Mohr, Fall 2015 Supplemental Case Materials (2015) (“Supp.”) (Available in class during Week #1).
- II. **OPTIONAL TEXTS**  
Marvin A. Chirelstein, Concepts and Case Analysis in Contracts (8th ed. Foundation 2013) (Highly Recommended).  
E. Allan Farnsworth, Contracts (4th ed. Aspen 2004) (Hornbook); or  
John D. Calamari & Joseph M. Perillo, The Law of Contracts (6th ed. West 2009) (Hornbook).
- III. **COURSE SCHEDULE.** Please note that class coverage of reading assignments is fluid, i.e., we will not always cover all of the assigned material during the scheduled class periods. Often, we will carry over the assignments to the next week, particularly at the beginning of the semester. It is your responsibility to keep track of how far we have gone in the previous class and make sure you are prepared. You will not be excused from being prepared because you read the case two weeks before and “don’t remember” it. **I expect you to be prepared on the first day of class; at a minimum, you must have prepared an issue statement for each main case.**<sup>1</sup> **Please note that the syllabus and full reading schedule, as well as a supplement of additional cases we will cover during the semester, will be available at the latest during the first week of class.**

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<sup>1</sup> To be minimally prepared, I expect that for every assigned case, every student will have **typed** an issue statement (double-spaced) that incorporates both facts and law. See *handout, Case Briefs: How to Brief A Case (Mohr), Section II.D.*, on writing issue statements. The Case Brief handout is available on the WSU web site, together with this Reading Assignment. **BRING HARD COPIES OF YOUR ISSUE STATEMENTS.**

<u>WEEK</u>	<u>DATE</u> <sup>2</sup>	<u>PAGES</u> <sup>3</sup>	<u>TOPICS</u>	<u>MAIN CASES &amp; NOTES</u>
<b>1</b>	8/18 <b>8/20</b>	1-4  647-650 8-30; 617-618; 630-634  Handout	<b>CHAP. 1 <u>BASIS FOR ENFORCING PROMISES</u></b>  <b>SEC. 1. ENFORCEABLE PROMISES</b> <sup>4</sup>  <b>SEC. 2. REMEDYING BREACH</b> <sup>5</sup>  <b><u>CASE BRIEFING – INTRODUCTION</u></b>	INTRODUCTION (1-2) Hawkins v. McGee (2-3); Notes 1-3 (3-4)  INTRO & Note (9-10); PURPOSE OF REMEDIES: THREE PROTECTED INTERESTS (14-15); Laredo Hides v. H&H Meat Co. (647-649); Notes 1-3 (649-650); REMEDIES FOR BREACH (617-618); SPECIFIC PERFORMANCE: Laclede Gas v. Amoco Oil Co. (630-634); REMEDIES IN PRACTICE (27-30); Note 1 (30)  Handout on “How To Brief A Case” <sup>6</sup>
<b>2</b>	8/25 <b>8/27</b>	125-140  140-147	<b>CHAP. 2 <u>THE BARGAINING PROCESS</u></b>  <b>SEC. 1. THE NATURE OF ASSENT</b> <sup>7</sup>  <b>SEC. 2. THE OFFER – INTRODUCTION</b>	INTRO (125-126); Lucy v. Zehmer (126-129); Notes 1-3 (129-130); Specht v. Netscape (131-135); INTENT IN CONTEXT (139); Notes 1&4 (139-140)  INTRO (140-141); Owen v. Tunison (142-143); Note (143); PROBLEM (143); Harvey v. Facey (144); Notes 1&2 (144-145); Fairmount Glass Works v. Grunden-Martin (145-147); Notes (147).

<sup>2</sup> Dates in regular font are for Section B; dates in **bold font** are for **Section A**.

<sup>3</sup> All page references are to the Farnsworth casebook. A reference to “Supp. \_\_\_\_” means the listed case is in the Fall 2015 Case Supplement, which will be distributed during the first class.

<sup>4</sup> What societal aims are furthered when the state, through its courts, enforces a promise that a person has made?

<sup>5</sup> We will return to the issue of remedies for breach at the end of the second semester of this two-semester course.

<sup>6</sup> The handout, “How To Brief A Case,” will be available to you in early August.

<sup>7</sup> This section introduces the concept of assent, i.e., whether the parties voluntarily intended to be bound in a contractual relationship that creates reciprocal contractual duties. Courts usually determine assent by asking whether there was an offer, acceptance and consideration, all of which are covered during weeks 2-6.