

<b>Course Title</b>	<b>Contracts 2</b>
<b>Professor</b>	Samuel F. Ernst
<b>Term</b>	Spring 2026
<b>Meetings</b>	Mondays & Wednesdays, 1:30 – 2:50 p.m.

### Professor's Contact Information

<b>Email Address</b>	sernst@wsulaw.edu
<b>Office Hours</b>	By appointment

### General Course Information

<b>Required Texts &amp; Materials</b>	<p><i>Cases, Problems, and Materials on Contracts</i> by Whaley &amp; Horton (9<sup>th</sup> Edition 2023); ISBN No. 978-1-5438-0249-8 (hereafter, "Casebook")</p> <p><i>Comprehensive Commercial Law: 2024 Statutory Supplement</i>, ISBN No. 9798889062172</p>
<b>Course Objectives</b>	<ul style="list-style-type: none"> <li>• Contract law governs the enforceability and enforcement of promises. In Contracts 2 we will study : (1) the parol evidence rule and contract interpretation; (2) Defenses to breach of contract; and (3) Performance and breach of contract. We will study the common law and select portions of the Uniform Commercial Code. Among the skills students will practice in relation to this objective are:             <ol style="list-style-type: none"> <li>1) Close reading of complex materials</li> <li>2) Finding the rule in a legal case and understanding the holding</li> <li>3) Understanding the mechanics of statutory schemes and how they apply to fact patterns</li> </ol> </li> <li>• Students will develop legal argument skills. This includes (1) evaluating facts and spotting legal issues; (2) analyzing legal rules and equitable principles as set forth in statutes and common law decisions; (3) applying legal rules, equitable principles, and policy considerations to articulate arguments in favor of clients.</li> <li>• Students will practice oral communication and active listening skills by responding to the professor's questioning and by presenting analysis in an organized, persuasive, and professional manner.</li> <li>• Students will practice diagnosing problems confronting clients, understanding clients' objectives, and generating strategies to achieving those objectives competently and ethically.</li> </ul>

## Course Policies

<p><b>Attendance, Preparedness, and Class Participation</b></p>	<p>This course requires regular attendance and preparation. 10% of the class grade is awarded for consistent attendance and active participation, as determined by the index card assignment described immediately below.</p> <p>You should prepare for approximately two hours for each hour of class.</p>
<p><b>Accommodations</b></p>	<p>Western State College of Law provides accommodations to qualified students with disabilities. The Disabilities Services Office assists qualified students with disabilities in acquiring reasonable and appropriate accommodations and in supporting equal access to services, programs, and activities at Western State College of Law.</p> <p>To seek reasonable accommodations, a student must contact Senior Assistant Dean Donna Espinoza, Student Services Director and Disabilities Services Coordinator, whose office is in the Library Building, Room 275-B. Dean Espinoza's phone number and email address are: (714) 459-1117; <a href="mailto:despinoza@wsulaw.edu">despinoza@wsulaw.edu</a>. When seeking accommodations, a student should notify Dean Espinoza of her or his specific limitations and, if known, her or his specific requested accommodations. Students who seek accommodations will be asked to supply medical documentation of the need for accommodation. Classroom accommodations are not retroactive, but are effective only upon the student sharing approved accommodations with the instructor or professor. Therefore, students are encouraged to request accommodations as early as feasible with Dean Espinoza to allow for time to gather necessary documentation. If you have a concern or complaint in this regard, please notify Dean Espinoza; or please notify Dean Marisa Cianciarulo at <a href="mailto:mcianciarulo@wsulaw.edu">mcianciarulo@wsulaw.edu</a> or (714) 459-1168. Complaints will be handled in accordance with the College of Law's "Policy against Discrimination and Harassment."</p>
<p><b>Grading Method</b></p>	<p>10% of the grade is awarded for consistent attendance and preparation for active participation as determined by the index card assignment described immediately below.</p> <p>20% of the grade is determined by a midterm exam.</p> <p>70% of the grade is determined by a final exam.</p>

<b>Index Card Assignment</b>	<p><b>10% of the class grade is determined by class preparedness and participation under the following procedure:</b>  For each class students should prepare an index card (3X5 inches) stating the following information:</p> <ul style="list-style-type: none"> <li>• Your name</li> <li>• The name of a case in the reading</li> <li>• What you believe to be the holding of the case (This should be in the form of at least one complete sentence)</li> <li>• Whether you agree or disagree with the result of the case.</li> </ul> <p>Please hand in your index card <b>PRIOR TO EACH CLASS AS YOU ENTER THE CLASSROOM.</b> Cards may not be submitted electronically, outside of the class, or after class because the cards are used as records demonstrating your punctuality and preparedness to participate in class.</p> <p>Students may be asked to discuss any case assigned for that day, and not just the case noted on the student's card.</p>
<b>Midterm</b>	Multiple Choice
<b>Final Exam</b>	Essay and Multiple Choice

### Assignments & Academic Calendar

<b>Date:</b>	<p><b>Topics and Assigned Reading:</b></p> <p><b>Readings are from the casebook unless otherwise indicated.  UCC provisions may be found in the Statutory Supplement.</b></p>
<p><b>IV. The Statute of Frauds: Questions to think about for your outline:</b></p> <ul style="list-style-type: none"> <li>• What story pattern in a hypothetical triggers the statute of frauds issue?</li> <li>• Can you remember which categories of contracts must be evidenced by a writing?</li> <li>• Are there important issues with respect to certain of the statute of frauds categories that you need to remember?</li> <li>• What are the elements of satisfying the statute of frauds (i.e., the elements of a sufficient writing) under both common law and the UCC?</li> <li>• What are the exceptions or defenses to an assertion of the statute of frauds and what are the elements of each exception?</li> </ul>	
<b>1. Monday, January 12</b>	<b>359-374</b>
<b>2. Wednesday, January 14</b>	374-387
<b>3. Wednesday, January 21</b>	<b>388-407</b>

<b>V. The Parol Evidence Rule and the Interpretation of Contracts:</b>	
<b>A. The Parol Evidence Rule: Questions to think about for your outline:</b>	
<ul style="list-style-type: none"> <li>• What story pattern triggers the parole evidence rule issue and how is that different from contract interpretation?</li> <li>• What are the steps in the analysis under the parol evidence rule? (argue for level of intergration; what are the consequences of each level of integration?); does the UCC differ from common law?</li> <li>• What are collateral agreements and what are the three elements to prove something is a collateral agreement that is not barred by the parol evidence rule?</li> <li>• What is an oral condition precedent?</li> </ul>	
<b>4. Monday, January 26</b>	413-424
<b>5. Wednesday, January 28</b>	424-443
<b>B. Contract Interpretation: Questions to think about for your outline:</b>	
<ul style="list-style-type: none"> <li>• What story pattern triggers the issue of contract interpretation and how is that different from the parol evidence rule?</li> <li>• How does the four corners approach to contract interpretation under common law work with regard to whether one can consider extrinsic evidence? (and what does “extrinsic evidence” mean?)</li> <li>• How does the admissions approach to contract interpretation under common law work with regard to whether one can consider extrinsic evidence?</li> <li>• How does interpretation work under the UCC?</li> <li>• Under the UCC, what are express warranties?; what is the implied warranty of machinability?; and what is the implied warranty of fitness for a particular purpose?</li> <li>• What are the requirements to comply with the implied warranty of merchantability and with the implied warranty of fitness for a particular purpose?</li> <li>• What are the different tests for whether a contract has effectively eliminated express and implied warranties?</li> </ul>	
<b>6. Monday, February 2</b>	443-454
<b>7. Wednesday, February 4</b>	454-464
<b>8. Monday, February 9</b>	Assessment Number 1
<b>VI. Defenses to Breach of Contract: Questions to think about for your outline:</b>	
<ul style="list-style-type: none"> <li>• What story patterns trigger each affirmative defense?</li> </ul>	

<ul style="list-style-type: none"> <li>• What are the elements of each affirmative defense?</li> </ul>	
<b>A. Mutual Misunderstanding and B. Mutual Mistake</b>	
<b>9. Wednesday, February 11</b>	<b>469-478</b>
<b>10. Tuesday, February 17</b>	<i>Sherwood v. Walker</i> , 66 Mich. 568, 33 N.W. 919 (Mich. 1887) <i>Wood v. Boynton</i> , 64 Wis. 265, 25 N.W. 42 (Wis. 1885) 479-486
<b>C. Unilateral Mistake</b>	
<b>11. Wednesday, February 18</b>	486-490
<b>D. Fraud</b>	
<b>12. Monday, February 23</b>	490-508
<b>E. Duress and F. Undue Influence</b>	
<b>13. Wednesday, February 25</b>	508-528
<b>G. Illegality</b>	
<b>14. Monday, March 2</b>	528-545
<b>H. Incapacity and I. Unconscionability</b>	
<b>15. Wednesday, March 4</b>	545-560
<b>SPRING BREAK</b>	
<b>16. Monday, March 16</b>	560-567
<b>J. Impossibility</b>	
<b>17. Wednesday, March 18</b>	567-579
<b>18. Monday, March 23</b>	<b>579-588</b>
<b>19. Wednesday, March 25</b>	<b>Assessment Number 2</b>
<b>VII. Performance and Breach of Contract: Questions to think about for your outline:</b>	

- What is the difference between a condition and a mere promise (also called a covenant)?; i.e., what is the consequence of breaching a condition versus breaching a covenant?
- What are the rules of contract interpretation to help you argue whether something is a condition or a mere covenant?
- What is the difference between an express condition and an implied-in-fact condition?
- What is the difference between a condition precedent and a condition subsequent?
- What is a constructive condition of exchange?; what is the consequence of breaching an express condition and a constructive condition of exchange?
- What is the test for substantial performance of a constructive condition of exchange?
- What about the UCC? What is the perfect tender rule? How can one reject breaching goods? How does acceptance of breaching goods occur? How can one revoke one's acceptance of breaching goods? What is the rule with respect to installment contracts?
- What are the special defenses to failure to satisfy a condition and what are their elements?

<b>20. Monday, March 30</b>	<b>599-613</b>
<b>21. Wednesday, April 1</b>	614-625
<b>22. Monday, April 6</b>	Midterm Exam
<b>23. Wednesday, April 8</b>	<b>No Class</b>
<b>24. Monday, April 13</b>	625-635
<b>25. Wednesday, April 25</b>	635-645
<b>26. Monday, April 20</b>	645-659
<b>27. Wednesday, April 22</b>	659-673
<b>28. Monday, April 27</b>	<b>Assessment Number 3</b>

*These descriptions and timelines are subject to change at the discretion of the Professor.*