

Contracts Syllabus  
Professor Judd F. Sneirson  
Fall 2008

Overview: Contracts is the law of exchange, an ever-present and important part of our lives and economy. When people agree to an exchange—be it to rent an apartment, buy a car, or perform a service—expectations arise that the agreement will be honored. Contract law serves to protect many of these expectations. Whether expectations merit protection, how agreements should be understood, whether parties have honored their agreements, and how to protect parties' expectations are all questions to be asked and answered by contract law and this course.

Text: I have assigned E. Allan Farnsworth et al., Contracts: Cases and Materials (7th ed. 2008) and a slim statutory supplement, both of which should be available at the bookstore.

You need not buy, but I recommend, three additional sources. The first is Marvin A. Chirelstein, Concepts and Case Analysis in the Law of Contracts (5th ed. 2006), a concise and I think understandable “primer” written with first-year contracts students in mind. The second and third are E. Allan Farnsworth, Contracts (4th ed. 2004), and James J. White & Robert S. Summers, Uniform Commercial Code (5th ed. 2000), definitive hornbooks you should consult to preview, review, or when you are feeling confused about particular contracts or UCC concepts. All are on reserve in the law library and available at the bookstore.

Lastly, I recommend that you not buy study aids like Gilbert's, Emanuel's, and the like. While they can be helpful if used carefully and sparingly, do not rely on them for class- or exam-preparation as they often oversimplify the law, frequently misstate it, and approach the materials differently from the way I will in class and on the exam.

Class Participation and Attendance: I expect you to prepare for class, attend, and participate. If you cannot attend class regularly, please let me know in advance. If you are not prepared for class, please let me know in advance and I will not call on you.

Distractions and Disruptions: The internet can distract you and those sitting around you from the class. Do not access it during class unless I specifically ask you to. Ringing cell phones can also be distracting and disruptive—if yours should ring aloud during class, be prepared for me to answer your incoming call and explain that you are busy or, in the case of text messages, read the message aloud. Lastly, please arrive on time and refrain from coming and going during class.

Grading and Exam: Grades will primarily be based on a final examination. It will probably be a combination of short answers and standard essays, and will be “open book” (except no commercial study aids). All assigned reading and everything covered in class may be tested on the exam.

Additionally, I may adjust final grades up or down one third of a grade (e.g., from a B+ to an A-) based on attendance and class participation.

Office, Office Hours, Telephone, and E-Mail: I am in room 306D, near the legal writing professors. I will hold office hours on Tuesdays and Wednesdays from 1 to 2 p.m., and I will be generally around and available at other times. If you have trouble finding or meeting with me, I will be happy to schedule an appointment. My office telephone number is 346-1577, and my e-mail address is jsneirso@uoregon.edu.

Accommodations: If you need special accommodations, please let me know.

Reading Assignments: I hope to keep the following assignment schedule. In addition to the pages listed below, I will hand out cases and other materials not reprinted in the casebook.

1. Introduction: pp. 117-22
2. Preview of Remedies: pp. 8-29
3. Nature of Assent: pp. 1-8, 116-24
4. Preliminary Agreements: pp. 124-26, *Venture Associates*, *Arnold Palmer*, p. 76, *Paloukos*
5. Offer and Acceptance I: pp. 126-37, *Southworth*
6. Offer and Acceptance II: pp. 147-67
7. Offer and Acceptance III: pp. 167-82
8. Offer and Acceptance IV: pp. 182-88
9. Deviant Acceptances I: pp. 188-202, *Aceros*
10. Deviant Acceptances II: pp. 202-20
11. Irrevocable Offers, Precontractual Liability: pp. 137, 220-39
12. Consideration I: pp. 29-46
13. Consideration II: pp. 46-56
14. Consideration III: pp. 56-67
15. Consideration IV: pp. 67-89
16. Detrimental Reliance: pp. 89-105
17. Unjust Enrichment: pp. 105-115
18. Definiteness: pp. 246-56
19. Statute of Frauds I: pp. 257-85
20. Statute of Frauds II: pp. 285-309
21. Capacity: pp. 310-22
22. Overreaching I: pp. 322-45

23. Overreaching II: pp. 345-64
24. Standard Form Contracts I: pp. 453-73
25. Standard Form Contracts II: pp. 473-94
26. Unconscionability: pp. 494-522
27. Public Policy Limitations I: pp. 543-62
28. Public Policy Limitations II: pp. 562-82

Questions, Comments, and Suggestions: I welcome your questions, comments, and suggestions.