

Contract II Schedule 2008
Saint Louis University School of Law
 Professor Nelson

Spring 2008 Room 03
 Tuesday & Thursday 11:00-11:50pm
 Office Hours: Tuesdays & Thursdays 1:30 – 2:30pm and by appointment

- **PLEASE NOTE WE HAVE THREE MAKE UP CLASSES SCHEDULED AS FOLLOWS:**
- **Wednesday February 6th at 2:00pm;**
 - **Wednesday February 27th at 2:00pm;**
 - **Wednesday March 12th at 2:00pm.**

Grade Assessment

- **Contracts II Final Exam (100%) Date TBA**

Class	Focus	READING * PLEASE CONTINUE TO REVIEW THE WORKBOOK AS WELL*
1.	I. Defenses: Explicit Political, Economic, and Moral Controls on Contracting A. <u>Illegality and Public Policy: Drawing the Lines</u>	Read: Textbook pp. 351 -368 Case(s): Baby M
2.	Complete Baby M	Read: Textbook pp. 368 – 373; 373 - 380 Case(s): A.C. v. C.B.
3.	Statute of Frauds <u>Lack of Capacity: Who can</u>	<i>Metz Beverage Co. v. Wyoming Beverages</i> Read: pp.

	<u>contract?</u> 1. Children	Read: <i>Textbook</i> pp. 380 – 391 Case(s): Halbman
4.	2. Mental Incapacity - Legal tests - Clinical constructions of “competency”	Read: <i>Textbook</i> pp. 395 – 400: 403 - 404 Case(s): Shoals Ford
5.	B. <u>Market Misconduct or Error: Duress</u> <u>Undue Influence: “Free will” and “over persuasion”</u>	Read: <i>Textbook</i> pp. 405 – 410: 410 – 417; 418 - 420 Case(s): Sosnoff; Trane Read: <i>Textbook</i> pp.420 - 424 Case(s): Ferguson
6.	C. Misrepresentation: Dancing, termites, ghosts, and more...	Read: <i>Textbook</i> pp. 424 – 429; 429 – 437; 438 - 445 Case(s): Kang; Flight Concepts; Vokes
7.	D. Failure to Disclose	Read: <i>Textbook</i> pp. 445 – 452; 452 - 460 Case(s): Hill; Stambovsky
8.	E. <u>Mistake of Fact</u> A. <u>Mistake of Fact</u> -Mutual Mistake -Unilateral Mistake -Mistake in Expression -	Read: <i>Textbook</i> p. 460 – 465; 465 – 469; 472 Case(s): Oliver; First Baptist Church of Moultrie
9.	F. <u>Unconscionability</u> - Tests - Procedural/Substantive	Read: <i>Textbook</i> pp. 472 – 483; 483 – 488; 495 – 498; 498 - 505 Case(s): Ryan; Brower v. Gateway 2000, Brooklyn Union Gas; Nez Perce;

	Bargaining “defect”?	
10.	II. Content of the Contract B. Interpretation of Implied Terms - Trade Practices, Community norms and other regular routines	Read: <i>Textbook</i> pp. 507 – 518; 518 - 519 Case(s): Nanakuli, Fisher;
11.	2. Best Efforts, Good Faith, and Similar Communal Norms	Read: <i>Textook</i> pp. 520 – 529; 529 – 533; 534 - 545 Case(s) Reid; Simcala; Dalton
12.	3. Interpretive Presumptions & Implied Terms	Read: <i>Textook</i> pp. 555 - 561 Case(s): Poole
13.	A. <u>Interpretation of Express Terms</u>	Read: <i>Textbook</i> pp. 561 – 574; 574 - 582 Case(s): Betaco, Staszewski et. v, Jewel Food Stores et al.
14.	The Ambiguity Rule and the “Ambiguity” of Language	Read: <i>Textbook</i> pp.588 – 591; 591 – 595; 596 – 602 Case(s): Pacific Gas; Trident Center; and Frigalment.
15.	<u>A. Changes after Formation:</u> -Frustration, Impracticability and Agreed Modifications Changed Circumstances	Read: <i>Textbook</i> pp.659 – 670; 671 – 678; 678 – 682; 682 - 688 Case(s): Brenner; Specialty Tires, , Portland Section of Council of Jewish Women; Cazares
16.	C. <u>Agreed Modifications and Pre existing Duty Rule</u>	Read: <i>Textbook</i> pp. 688 – 696; 697 – 701; 701 - 705

		Case(s): Alaska Packers; Quigley; Farm Equipment Store
17.	IV. Breach of Contract A. Constructive Conditions, Substantial Performance and the Rule of Perfect Tender	Read: <i>Textbook</i> pp. 623 – 636 Case(s): Jacob & Young
18.	... B. Anticipatory Breach and Related Doctrines	Read: <i>Textbook</i> pp. 646 – 654; 654 - 658 Case(s): H.B. Taylor; AMF
19. TIME PERMITTING	V. Remedies A. Benefit of the Bargain Damages for Breach of contract 1. Expectation damages	Read: <i>Textbook</i> pp. 707 – 711; 711 – 717; 717 – 723; 723 – 729; 729 - 733 Case(s): Sokoloff; Glen; Read: <i>Textbook</i> pp. 733 - 737 Sullivan; American Standard; Deitsch; Liberty Homes
20. TIME PERMITTING	2. Three Limitations on Damages - Causation and Reasonable Certainty - Forseeability	Read: <i>Textbook</i> pp. 739 – 745; 745 – 748; 748 - 750 Case(s): Lipshie; Halliburton, Hadley v. Baxendale
21. TIME PERMITTING	... - Mitigation	Read: <i>Textbook</i> pp. 750 - 759 Case(s): Shirley MacLaine