

CONTRACTS

Fall 2023

Felipe Jiménez

USC Gould School of Law

Schedule

Class meetings: Monday, Wednesday
10:00 AM to 11:50 AM

Class location: Room 101

Contact Details

Office: Room 423

Email: fjimenez@law.usc.edu

Office hours: Tuesday ([Zoom](#)), Thursday (in-person)
3:00 PM to 4:00 PM

Assistant: LaKisha Coleman, lcoleman@law.usc.edu, Room 405

Course Description

This course covers the central topics of the law of contracts, i.e. the law of legally enforceable agreements.

Prerequisite(s), co-requisite(s), or recommended preparation

None.

Required Materials

- The required texts are:
 - Farnsworth, Sanger, Cohen, Brooks, and Gavin, *Contracts* (10th ed., 2023).
 - From late July, the book should be available for purchase by students on the West Academic Website (www.westacademic.com). It should also be available shortly thereafter with other booksellers.

- You can also buy an eBook-only version of the casebook on the West Academic website, which will probably be available sooner than the physical version.
- You can use this code upon checkout for a 15% discount on the West Academic website: **WASOCAL**
- If you are struggling with your book expenses and want to figure out a cheaper alternative, you can purchase used older editions (9th and 8th editions should be fine) online. Please note that, if you do this, the page numbers will be different from those stated below, and there will be minor substantive differences with the new edition.
 - Farnsworth, Sanger, Cohen, Brooks, and Gavin, *Selections for Contracts* (any recent version).
- Some of the assigned cases and materials are not in the textbook. These materials will be available [here](#).
- You should come with both of the required texts, as well as the additional materials, to every class.
- Reading assignments are listed below.
- The syllabus is subject to revision.

Optional Materials

You do not need supplementary books or outlines. If you want to consult additional materials, I recommend *Concepts and Case Analysis in the Law of Contracts* by Marvin Chirelstein or Randy Barnett's *The Oxford Introductions to U.S. Law: Contracts*.

Learning Outcomes

Having successfully completed this course, students are expected to be able to:

1. Have proficiency over and understand the U.S. law of contracts.
2. Be able to examine, analyze, interpret, and critically evaluate the central legal doctrines of contract law.
3. Be able to apply the central doctrines and rules of the U.S. law of contracts to a diverse array of factual circumstances.

4. Be able to participate in and contribute to normative debates regarding contemporary contract law.

Office Hours

- Please come to my office hours with any questions, concerns, and comments you have about the course (or anything else about law school).
- You are also always welcome to email me with any questions, concerns and comments you have or to schedule an appointment outside office hours.
- For minor administrative issues please contact my assistant, LaKisha Coleman.

Evaluation and Class Participation

- Use of laptops or other electronic devices exclusively for note-taking during class is allowed, but not required.
- Grades will be based primarily on your exam, unless you are not prepared for class participation without advance notice (see below).

You must attend every class, barring sickness or other relevant excuse, in which case you should inform me of your absence prior to the class you will miss.

- You must be prepared for class and for being called on. This means that you should:
 - Do the assigned readings before class.
 - Do the work necessary to absorb the readings, including looking up terms you are unfamiliar with by using a legal dictionary.
 - Be ready to describe the facts of the assigned cases, the legal issues they raise and their holdings.
 - Be prepared to evaluate the outcome and reasoning of the cases.
 - Prepare and ask questions about material that you find difficult or confusing.
- I realize that occasionally something comes up that prevents you from being fully prepared. If you find yourself in this position, please let me know prior to the class for which you aren't prepared.

- Not being prepared for class participation without letting me know beforehand can affect your final grade in the class by up to one step (e.g. B to B-).

Readings and Schedule

This is the plan for our readings. I may adjust it as we go along depending on our rate of progress through the materials. I do not recommend reading too far ahead, and I recommend being prepared to read, on short notice, additional readings that might be added throughout the semester.

- The page numbers are for the casebook.
- All the Restatement and UCC provisions can be found in *Selections for Contracts*.
- Notes and problems not specifically assigned are optional.
- The reading selection might vary slightly.
- Additional materials (i.e., mandatory readings not included in the textbook) will be available [here](#).
- “Optional Materials” are obviously optional. They are meant to deepen and broaden your understanding of the topics, but are not mandatory.
- The schedule of readings is substantive. Except when expressly noted, **you should complete the readings of the entire unit the day we start the discussion even if that discussion will be continued in a following class.**
- Please note:
 - The classes of September 20 and September 27 will be canceled due to the fact I will be traveling for academic conferences.
 - Two make-up classes will be scheduled to make up for the canceled classes (September 8 and November 17). Please note:
 - The make-up classes will be on Zoom.
 - Attendance is still mandatory, but scheduling issues are a valid excuse for absence.

Day	Topic	Materials
I. Introductory Materials		
August 21	0. First Class	<p>Both readings will be “Additional Materials” posted online:</p> <ul style="list-style-type: none"> • E. Allan Farnsworth, <i>Contracts</i> (4th ed.), pp. 3-24. • Liam Murphy, <i>The Practice of Promise and Contract</i> <p>You should also listen to <i>Charles Barzun on the Common Law</i>, The Private Law Podcast</p>
August 23	1. Introduction	<ul style="list-style-type: none"> • Pages: 1-2, 8-10, 20-21 <ul style="list-style-type: none"> ○ Promissory Liability: An Introduction ○ Theories of Promissory Liability ○ Remedies Based on Compensatory Measures • Additional Materials: <ul style="list-style-type: none"> ○ <i>Hawkins v. McGee</i>, 146 A. 641 (NH 1929) (read the version posted on the course webpage rather than the excerpt in the casebook) ○ <i>Lon Fuller and William Perdue</i>, “<i>The Reliance Interest in Contract Damages</i>,” 46 Yale LJ (1937) • Restatement (Second) of Contracts (Restatement) §§ 1, 2, 4, 344, 345 • Uniform Commercial Code (UCC) §§ 1-103, 1-201(b)(3), 1-201(b)(12), 1-305, 2-102, 2-103(1), 2-104(1), 2-104(3), 2-105(1)
II. Which Promises are Enforceable?		
August 28	2. Requirement of a Bargain	<ul style="list-style-type: none"> • Pages: 49-58, 61-62, 81-83, 69-73 <ul style="list-style-type: none"> ○ Fundamentals of Consideration ○ Typical Categories of Agreements ○ Family Contracts ○ Introduction to <i>Hamer v. Sidway</i> and Assignments ○ <i>Hamer v. Sidway</i> ○ Gratuitous Promises ○ <i>Kirksey v. Kirksey</i> ○ <i>Feinberg v. Pfeiffer Co.</i> • Restatement §§ 3, 17, 71, 79, 81 • <i>Optional Materials</i>:

		<ul style="list-style-type: none"> ▪ <i>Tess Wilkinson-Ryan and David Hoffman on Hamer v. Sidway, Promises, Promises Podcast</i>
August 30	2. Requirement of a Bargain (continued)	As above.
	3. Illusory Promises	<ul style="list-style-type: none"> • Pages: 98-100, 101-105, 107-115 <ul style="list-style-type: none"> ○ What Constitutes a Promise? ○ <i>Strong v. Sheffield</i> ○ Contracts for the Sale of Real Estate ○ <i>Mattei v. Hopper</i> ○ Contracts for the Sale of Goods ○ <i>Structural Polymer Group, Ltd. v. Zoltek Corp.</i> ○ <i>Wood v. Lady Duff-Gordon</i> • Restatement §§ 77, 79 • UCC §§ 1-304, 2-306, 2-311(1) • <i>Optional Materials:</i> <ul style="list-style-type: none"> ▪ <i>John C.P. Goldberg, “The Life of the Law,” 51 Stanford Law Review (1999)</i>
September 6	3. Illusory Promises (continued)	As above.
	4. Promissory Estoppel	<ul style="list-style-type: none"> • Pages: 121-129 <ul style="list-style-type: none"> ○ Reliance as a Basis of Enforcement ○ <i>Ricketts v. Scothorn</i> ○ From Equitable Estoppel to Promissory Estoppel ○ Restatement, First, § 90 ○ <i>Feinberg v. Pfeiffer Co.</i> ○ Restatement, Second, § 90 • Restatement § 90 • <i>Optional Materials:</i> <ul style="list-style-type: none"> ▪ <i>Christian Larroumet, “Detrimental Reliance and Promissory Estoppel as the Cause of Contracts in Louisiana and Comparative Law,” 60 Tulane Law Review (1986)</i>

September 8 (Make-up Class) ON ZOOM	4. Promissory Estoppel (continued)	As above.
	5. Formality	<ul style="list-style-type: none"> • Additional Materials: <ul style="list-style-type: none"> ○ P.S. Atiyah, <i>Form and Substance in Contract Law</i> ○ Lon Fuller, <i>Consideration and Form</i>, selections ○ <i>Pillans and Rose v. Van Mierop and Hopkins</i> (focus on Lord Mansfield's arguments) • Restatement §§ 79, 87, 95, 96 • UCC §§ 2-203, 2-205
	6. Statute of Frauds	<ul style="list-style-type: none"> • Review: <ul style="list-style-type: none"> ○ Restatement §§ 110, 131-137, 139, 375 ○ UCC §§ 1-201(b)(37), 2-201
September 11	7. Quasi-Contract and Restitution	<ul style="list-style-type: none"> • Pages: 145-149 <ul style="list-style-type: none"> ○ Restitution as an alternative basis for recovery ○ <i>Cotnam v. Wisdom</i> • Additional Materials: <ul style="list-style-type: none"> ○ Dan Priel, <i>In Defence of Quasi-Contract</i> • Restatement Third of Restitution and Unjust Enrichment §§ 1, 2, 20, 31
	8. Moral Obligation	<ul style="list-style-type: none"> • Pages: 74-80 <ul style="list-style-type: none"> ○ <i>Mills v. Wyman</i> ○ <i>Webb v. McGowin</i> ○ <i>Harrington v. Taylor</i> • Restatement §§ 82, 83, 86 • <i>Optional materials:</i> <ul style="list-style-type: none"> ○ <i>Tess Wilkinson-Ryan and Dave Hoffman on Webb v. McGowin (and Mills v. Wyman)</i>, <u>Promises, Promises Podcast</u>
III. How is a Contract Formed?		
September 13	9. The Objective Test of Assent	<ul style="list-style-type: none"> • Pages: 171-176 <ul style="list-style-type: none"> ○ The Nature of Assent ○ <i>Lucy v. Zehmer</i> • Additional Materials: <ul style="list-style-type: none"> ○ <i>Leonard v. Pepsico</i> • Restatement §§ 17-20, 201

		<ul style="list-style-type: none"> • UCC § 2-204 • <i>Optional Materials:</i> <ul style="list-style-type: none"> ○ <i>Tess Wilkinson-Ryan and Dave Hoffman on Lucy v. Zehmer, Promises, Promises Podcast</i>
	10. Intent to be Legally Bound	<ul style="list-style-type: none"> • Pages: 183, 186 • Restatement § 21
	11. Offer	<i>No reading required; the topic will only be introduced</i>
September 18	11. Offer	<ul style="list-style-type: none"> • Pages: 192-203 <ul style="list-style-type: none"> ○ Offers ○ <i>Owen v. Tunison</i> ○ <i>Harvey v. Facey</i> ○ <i>Fairmont Glass Works v. Crundun-Martin</i> ○ Consumer Contracts ○ Advertisements as Offers ○ <i>Lefkowitz v. Great Minneapolis Surplus Store</i> • Restatement §§ 20, 22, 24, 26, 29, 33 • UCC §§ 2-204, 2-206
	12. Acceptance	<ul style="list-style-type: none"> • Pages: 213-214, 227-228, 235-236 <ul style="list-style-type: none"> ○ Acceptances ○ Notification of Acceptance in Unilateral Contracts ○ <i>Carlill v. Carbolic Smoke Ball</i> ○ Silence not Ordinarily Acceptance • Additional Readings: <ul style="list-style-type: none"> ○ <i>Ever-Tite Roofing Corp. v. Green</i> (read the version posted online rather than the excerpt in the casebook) • Restatement §§ 30, 32, 35, 45, 50, 54, 56, 58, 60, 62, 69 • UCC §§ 2-204, 2-206
September 20	No class due to travel	
September 25	13. Revocation	<ul style="list-style-type: none"> • Pages: 238-247, 251-258 <ul style="list-style-type: none"> ○ Termination of the Power of Acceptance ○ Lapse of an Offer ○ Revocation of Offers ○ Limiting the Power of Revocation: Option Contracts ○ <i>Dickinson v. Dodds</i>

		<ul style="list-style-type: none"> ○ Firm Offers Under Article 2 ○ Promises Seeking Performance and Restatement § 45 ○ Revocability and Reliance ○ <i>Drennan v. Star Paving</i> ● Additional Readings: <ul style="list-style-type: none"> ○ <i>James Baird Co. v. Gimbel Bros., Inc.</i>, 64 F.2d 344 (CA2 1933) ● Restatement §§ 25, 36, 38, 39, 41-43, 45, 46, 48, 87 ● UCC §§ 2-205, 2-206
September 27	No class due to travel	
October 2	14. Nature and Effect of a Counter-Offer	<ul style="list-style-type: none"> ● Pages: 269-293 <ul style="list-style-type: none"> ○ Review <i>Fairmont Glass Works</i> ○ The Common Law Approach and the Mirror Image Rule ○ The Battle of the Forms ○ UCC § 2-207: Transcending the Mirror Image Rule ○ <i>Dorton v. Collins & Aikman Corp.</i> ○ <i>C. Itoh & Co. v. Jordan Int'l Co.</i> ○ Determining Contract Terms Under Article 2: Additional Terms ○ <i>Bayway Refining Co. v. Oxygenated Marketing & Trading A.G.</i> ○ Determining Contract Terms Under Article 2: Different Terms ○ <i>Northrop Corp. v. Litronic Industries</i> ● Restatement §§ 39, 58, 59, 61 ● UCC §§ 2-104(1), 2-104(3), 2-207 ● <i>Optional Materials:</i> <ul style="list-style-type: none"> ○ <i>Arthur von Mehren, The "Battle of the Forms": A Comparative View</i>, 38 American Journal of Comparative Law (1990)
October 4	15. Post-Agreement Terms	<ul style="list-style-type: none"> ● Pages: 294-297 <ul style="list-style-type: none"> ○ UCC § 2-207 or a New Method of Contract Formation ○ <i>Hill v. Gateway</i>

		<ul style="list-style-type: none"> • UCC §§ 2-204, 2-207 • <i>Optional Materials:</i> <ul style="list-style-type: none"> ○ <i>Tess Wilkinson-Ryan and David Hoffman on Hill v. Gateway</i>, Promises, Promises Podcast
	16. The Requirement of Definiteness	<ul style="list-style-type: none"> • Pages: 352-353, 361-369 <ul style="list-style-type: none"> ○ Review <i>Fairmont Glass Works</i> ○ Introductory Comment ○ Indefiniteness and Contractual Incompleteness ○ Indefiniteness and Relational Contracting ○ Indefiniteness and Contract Price ○ <i>Oglebay Norton Co. v. Armco, Inc.</i> • Restatement §§ 33, 34, 204 • UCC §§ 2-204, 2-305, 2-306, 2-308, 2-309
October 9	17. Precontractual Liability	<ul style="list-style-type: none"> • Pages: 326-331, 345-351 <ul style="list-style-type: none"> ○ Introductory Comment ○ <i>Hoffman v. Red Owl Store</i> ○ Express Agreements and Precontractual Liability ○ <i>Channel Home Centers v. Grossman</i> • Restatement § 26, 90 • <i>Optional Materials:</i> <ul style="list-style-type: none"> ○ <i>Tess Wilkinson-Ryan and David Hoffman on Hoffman v. Red Owl Store</i>, Promises, Promises Podcast
IV. Interpretation, Conditions, and Breach		
October 11	18. The Parol Evidence Rule	<ul style="list-style-type: none"> • Pages: 527-547 <ul style="list-style-type: none"> ○ Introductory Comments ○ <i>Mitchill v. Lath</i> ○ <i>Masterson v. Sine</i> ○ <i>Bollinger v. Central Pennsylvania Quarry Stripping and Construction Co.</i> ○ Parol Evidence and Contracts for the Sale of Goods ○ No Oral Modification Clauses • Restatement §§ 209, 210, 212-216 • UCC § 2-202

October 16	19. The Objective Theory	<ul style="list-style-type: none"> • Pages: 599-601 <ul style="list-style-type: none"> ○ Introductory Comment ○ <i>Raffles v. Wichelhaus</i> • Additional Materials: <ul style="list-style-type: none"> ○ <i>Oswald v. Allen</i> • Restatement §§ 200-202
	20. Interpretation and the Use of Extrinsic Evidence	<ul style="list-style-type: none"> • Pages: 548-552, 556-569, 574, 582-583 <ul style="list-style-type: none"> ○ Introductory Comment ○ <i>Pacific Gas & Electric Co. v. G.W. Thomas Drayage & Rigging Co.</i> ○ <i>Greenfield v. Philles Records, Inc.</i> ○ <i>Trident Center v. Connecticut General Life Insurance</i> ○ Methods of Interpreting Ambiguous Contracts ○ Canons of Construction ○ Functions of Judge and Jury ○ <i>Hurst v. W.J. Lake & Co.</i> • Restatement §§ 200-207 • UCC §§ 1-303, 1-304, 2-202, 2-208 • <i>Optional Materials:</i> <ul style="list-style-type: none"> ○ <i>Robert Scott and Allan Schwartz, "Contract Interpretation Redux,"</i> 119 Yale LJ (2010)
October 18	20. Interpretation and the Use of Extrinsic Evidence (continued)	As above.
	21. Good Faith	<ul style="list-style-type: none"> • Pages: 720-729, 733-743 <ul style="list-style-type: none"> ○ <i>Dalton v. Educational Testing Service</i> ○ The Content of the Obligation of Good Faith (Summers-Burton) ○ <i>Market Street Associates v. Frey</i> ○ <i>Bloor v. Falstaff Brewing Corp.</i> • Restatement §§ 205 • UCC §§ 1-201; 1-302, 1-304, 2-103(1)(b), 2-306 • <i>Optional Materials:</i>

		<ul style="list-style-type: none"> ○ Daniel Markovits on Good Faith
October 23	22. Conditions and Waiver	<ul style="list-style-type: none"> • Pages: 805-821, 886-888 <ul style="list-style-type: none"> ○ Introductory Comment ○ Effects of Conditions ○ <i>Luttinger v. Rosen</i> ○ <i>Internatio-Rotterdam, Inc. v. River Brant Rice Mills, Inc.</i> ○ Separate Contracts ○ Duty, Condition, or Both? ○ <i>Peacock Construction Co. v. Modern Air Conditioning, Inc.</i> ○ <i>Gibson v. Cranage</i> ○ Waiver, Estoppel, and Election ○ <i>McKenna v. Vernon</i> • Restatement §§ 84, 217, 224-230
October 25 (ON ZOOM)	23. Substantial Performance and Perfect Tender	<ul style="list-style-type: none"> • Pages: 846-851, 836-840, 875-881 <ul style="list-style-type: none"> ○ Substantial Performance ○ <i>Jacob & Youngs v. Kent</i> ○ The Perfect Tender Rule ○ <i>Bartus v. Riccardi</i> ○ <i>Britton v. Turner</i> • Restatement §§ 227, 229, 237, 238, 239, 241, 374 • UCC §§ 2-508, 2-601, 2-602, 2-608 • Optional Materials: <ul style="list-style-type: none"> ○ Dave Hoffman and Tess Wilkinson-Ryan on Jacob & Youngs, Promises, Promises Podcast
October 30	24. Anticipatory Repudiation	<ul style="list-style-type: none"> • Pages: 896-901, 908-910 <ul style="list-style-type: none"> ○ Anticipatory Repudiation ○ <i>Hochster v. De La Tour</i> ○ Retracting a Repudiation • Additional Readings: <ul style="list-style-type: none"> ○ <i>Harris v. Time, Inc.</i> • Restatement §§ 250-253, 256, 257 • UCC §§ 2-609, 2-610, 2-611
	25. Warranties	<ul style="list-style-type: none"> • Pages: 4-7, 611-612, 615-623 <ul style="list-style-type: none"> ○ <i>Bayliner Marine Corp. v. Crow</i> ○ The Implied Warranty of Merchantability

		<ul style="list-style-type: none"> ○ The Implied Warranty of Fitness for Particular Purpose ○ <i>Lewis v. Mobil Oil Corp.</i> ○ Excluding Implied Warranties from the Contract ○ <i>NY Drilling, Inc. v. TJM, Inc.</i> ● UCC §§ 2-313, 2-314, 2-315, 2-316
V. Remedies		
November 1	26. Specific Performance	<ul style="list-style-type: none"> ● Pages: 34-41, 929-932, 26-27, 29, <ul style="list-style-type: none"> ○ The Economics of Remedies ○ Introductory Comment ○ <i>Campbell Soup v. Wentz</i> ○ <i>Morris v. Sparrow</i> ○ <i>Lumley v. Wagner</i> ○ <i>Walgreen Co. v. Sara Creek Property Co.</i> ● Additional Materials: <ul style="list-style-type: none"> ○ <i>Klein v. PepsiCo, Inc</i> ○ Seana Shiffrin, <i>The Divergence of Contract and Promise</i> ● Restatement §§ 344, 345, 346, 355, 359, 360, 366, 367 ● UCC §§ 2-716(1), (2)
November 6	26. Specific Performance	As above.
	27. Expectation Damages	<ul style="list-style-type: none"> ● Pages: 954-965, 988-991, 968-969, 973-981 <ul style="list-style-type: none"> ○ Measuring Expectation ○ <i>Vitex Manufacturing Corp. v. Caribtex Corp.</i> ○ <i>Laredo Hides Co., Inc. v. H & H Meat Products Co., Inc.</i> ○ Losing Contracts ○ <i>U.S. v. Algernon Blair</i> ○ Cost of Completion and Diminished Value ○ Review <i>Jacob & Youngs v. Kent</i> ○ <i>Groves v. John Wunder Co.</i> ○ <i>Peevyhouse v. Garland Coal & Mining Co.</i> ● Additional Readings: <ul style="list-style-type: none"> ○ Restatement Third of Restitution and Unjust Enrichment § 38 (in supplement)

		<ul style="list-style-type: none"> • Restatement §§ 347, 348, 349, 370, 371, 373 • UCC §§ 1-305, 2-703, 2-706, 2-708, 2-709, 2-710, 2-711, 2-712, 2-713, 2-714, 2-715 • Optional Materials: <ul style="list-style-type: none"> ○ Lewis Kornhauser on the Normativity of Law
November 8	27. Expectation Damages	As above.
	28. Mitigation	<ul style="list-style-type: none"> • Pages: 992-995, 995-996, 1009-1014 <ul style="list-style-type: none"> ○ Introductory Comment ○ Avoidability ○ <i>Rockingham Cty v. Luten Bridge</i> ○ Mitigation and Contracts for the Sale of Goods ○ Mitigation and Contracts for Services ○ <i>Parker v. 20th Century-Fox Film Corp</i> • Restatement § 350 • UCC §§ 2-712, 2-713 • Optional Materials: <ul style="list-style-type: none"> ○ Tess Wilkinson-Ryan and Dave Hoffman on Parker, Promises Promises Podcast
November 13	29. Foreseeability	<ul style="list-style-type: none"> • Pages: 1015-1019 <ul style="list-style-type: none"> ○ Foreseeability ○ <i>Hadley v. Baxendale</i> • Restatement § 351 • UCC § 2-715
	30. Certainty	<ul style="list-style-type: none"> • Pages: 1033-1034, 1035-1039 <ul style="list-style-type: none"> ○ Certainty ○ <i>Fera v Village Plaza</i> • Restatement § 352
	31. Remedial Clauses	<ul style="list-style-type: none"> • Pages: 1046-1054 <ul style="list-style-type: none"> ○ Penalties and Liquidated Damages ○ <i>Dave Gustafson & Co. v. State</i> ○ <i>Lake River Corp. v. Carborundum Co.</i> • Restatement § 356 • UCC §§ 2-718, 2-719 • Optional Materials: <ul style="list-style-type: none"> ○ Seana Shiffrin on Remedial Clauses

VI. Defenses to Contractual Obligation		
November 15	32. Mistake	<ul style="list-style-type: none"> • Pages: 1073-1074, 209-210, 1081-1088, 1074-1081, 1090-1091 <ul style="list-style-type: none"> ○ Introductory Comment ○ Mistakes in Offers and <i>Elsinore Union Elementary School District v. Kastorff</i> ○ Unilateral Mistake ○ <i>Sumerel v. Goodyear Tire & Rubber Co.</i> ○ Mutual Mistake ○ <i>Steas v. Leonard</i> ○ <i>Renner v. Kehl</i> ○ Sale of Goods: Two Famous Cases • Additional Readings: <ul style="list-style-type: none"> ○ Restatement Third of Restitution and Unjust Enrichment § 34 • Restatement §§ 151-155, 158, 376
November 17 (Make-Up Class) ON ZOOM	33. Impracticability and Frustration	<ul style="list-style-type: none"> • Pages: 1098, 1101-1113, 1132-1134 <ul style="list-style-type: none"> ○ Impracticability of Performance ○ Supervening Events ○ <i>Taylor v. Caldwell</i> ○ Impossibility and Impracticability of Performance Under Article 2 ○ <i>Transatlantic Financing Corp. v. United States</i> ○ <i>Krell v. Henry</i> • Restatement §§ 261-266, 272, 377 • UCC § 2-615
	34. Fraud and Misrepresentation	<ul style="list-style-type: none"> • Pages: 508-516, 518-520, 523-525 <ul style="list-style-type: none"> ○ Concealment and Misrepresentation ○ <i>Swinton v. Whitinsville Sav. Bank</i> ○ <i>Kannavos v. Annino</i> ○ Fraud and Misrepresentation ○ Promissory Fraud ○ <i>Vokes v. Arthur Murray</i> • Restatement §§ 159-164, 167, 168, 169, 376
November 20	35. Duress and Contract Modification	<ul style="list-style-type: none"> • Pages: 467-473, 475-480, 483-484, 487-492 <ul style="list-style-type: none"> ○ Pressure in Bargaining ○ The Pre-Existing Duty Rule ○ <i>Alaska Packers' Assoc. v. Domenico</i>

		<ul style="list-style-type: none"> ○ Avoiding the Pre-Existing Duty Rule: Rescission and Modification ○ <i>Watkins & Son v. Carrig</i> ○ Avoiding the Pre-Existing Duty Rule: New Consideration ○ Duress in Business Transactions ○ <i>Austin v. Loral Corp.</i> ● Restatement §§ 73, 89, 174-176, 376 ● UCC § 2-209
	36. Adhesion Contracts and the Duty to Read	<ul style="list-style-type: none"> ● Pages: 653-654, 662-670, 672-674 <ul style="list-style-type: none"> ○ Standard Form and Adhesion Contracts ○ <i>Graham v. Scissor-Tail, Inc.</i> ○ Agreeing to Boilerplate ○ The Duty to Read ○ Policing Consumer Contracts ● Restatement § 211
November 27	36. Adhesion Contracts and the Duty to Read (continued)	As above
	37. Unconscionability	<ul style="list-style-type: none"> ● Pages: 679-687, 691-692 <ul style="list-style-type: none"> ○ Introductory Comment ○ Unconscionability: Two Views ○ <i>Williams v. Walker-Thomas Furniture Co.</i> ○ Unconscionability, Incapacity, and Paternalism ○ Price Unconscionability ● Restatement § 208 ● UCC § 2-302 ● Optional Materials: <ul style="list-style-type: none"> ○ <i>Aditi Bagchi on Distributive Justice and Private Law</i>
November 29	Review Session	

Statement on Academic Conduct and Support Systems

Academic Conduct

Plagiarism – presenting someone else’s ideas as your own, either verbatim or recast in your own words – is a serious academic offense with serious consequences. Please familiarize yourself with the discussion of plagiarism in policy.usc.edu/scampus-part-b. Other forms of academic dishonesty are equally unacceptable. See additional information in *SCampus* and university policies on scientific misconduct, <http://policy.usc.edu/scientific-misconduct>

Support Systems

Student Support Generally

JD students may contact the law school’s Student Support Office in Room 104 or studentsupport@law.usc.edu regarding any academic or personal issues; other law students should contact the Graduate and International Programs Office in Room 105 or llm@law.usc.edu. All USC students and families may obtain assistance from USC’s office of Student Support and Advocacy, studentaffairs.usc.edu/ssa or (213) 821-4710, in resolving a range of complex personal, financial, and academic complex issues.

Student Counseling Services (SCS) – (213) 740-7711 – 24/7 on call

Free and confidential mental health treatment for students, including short-term psychotherapy, group counseling, stress fitness workshops, and crisis intervention. engemannshc.usc.edu/counseling

National Suicide Prevention Lifeline – 1 (800) 273-8255

Provides free and confidential emotional support to people in suicidal crisis or emotional distress 24 hours a day, 7 days a week. www.suicidepreventionlifeline.org
Relationship and Sexual Violence Prevention Services (RSVP) – (213) 740-4900 – 24/7 on call

Free and confidential therapy services, workshops, and training for situations related to gender-based harm. engemannshc.usc.edu/rsvp

Sexual Assault Resource Center

For more information about how to get help or to help a survivor, as well as rights, reporting options, and additional resources, visit the website: sarc.usc.edu

Office of Equity and Diversity (OED)/Title IX Compliance – (213) 740-5086

Works with faculty, staff, visitors, applicants, and students around issues of protected class. equity.usc.edu

Bias Assessment Response and Support

Incidents of bias, hate crimes, and microaggressions need to be reported, to allow for appropriate investigation and response. studentaffairs.usc.edu/bias-assessment-response-support

Diversity at USC

Information on events, programs and training, USC's Diversity Task Force (which has representatives from each school), opportunities for participation, and various resources for students. diversity.usc.edu

Safety and Emergencies

USC Department of Public Safety – UPC: (213) 740-4321 – HSC: (323) 442-1000 – available 24/7

In charge of the overall safety of the USC community; contact to report a crime or situation of danger. Also, the website emergency.usc.edu provides safety information and other updates, including explaining how academic instruction will be continued if an officially declared emergency makes travel to campus infeasible.

Disability Services and Programs

The process for requesting and using an accommodation is fully described in a letter distributed at the beginning of each year by the law school's Student Support Office. The process of obtaining an accommodation can take several weeks, so it is advisable

to begin as early in the semester as possible. Requests should be made to USC's Office of Disability Services and Programs (DSP) at dsp.usc.edu. Once an approval letter has been obtained from DSP, the student should fill out the law school's Disability Accommodations Request (DAR) form, available in Room 104, and should submit that form and the DSP approval letter to the Student Support Office. Students should not discuss their accommodations with faculty or submit the DSP approval letter to faculty. The law school maintains a policy of anonymity regarding students receiving disability accommodations. No one handling accommodations reveals, either to faculty or to other students, which students have a documented disability.

Help with Basic Needs

<https://studentbasicneeds.usc.edu/>

<https://studentbasicneeds.usc.edu/resources/covid-19/>

If you are experiencing food insecurity

<https://studentbasicneeds.usc.edu/resources/food-insecurity/>

If you are experiencing housing insecurity

<https://studentbasicneeds.usc.edu/resources/housing-insecurity/>

If you are experiencing financial insecurity

<https://studentbasicneeds.usc.edu/resources/financial-insecurity/>

If you need help procuring technology to perform coursework remotely

<https://studentbasicneeds.usc.edu/resources/technology-assistance/>

We realize attending classes online and performing coursework remotely requires access to technology that not all students may possess. If you need resources to successfully participate in your classes, such as a laptop or internet hotspot, you may be eligible for the University's equipment rental program. To apply, please fill out this form (see link above) and our Student Basic Needs team will partner with you to evaluate your options.