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**MASSACHUSETTS SCHOOL OF LAW at ANDOVER**

**SYLLABUS for Contracts – Spring 2025**

**Professor Diane M. Sullivan & Professor Amy Dimitriadis**

**Instructor:** Professor Sullivan - Email:dianes@mslaw.edu
Phone: 978.681.0800 ext. 120

Zoom Office Hours**:** Wednesdays 4:45 pm–5:45 pm (TWEN link) or by appointment. Stop in anytime I am here.

Professor Dimitriadis – Email: amyd@mslaw.edu

 Phone: 978.681.0800 ext. 130

 Zoom Office Hours: Wednesdays 2:00 pm – 4:00 pm (TWEN link)

**Text**: 1. Studies in Contract Law, Ayres, Klass **(10th Edition)**;

 ISBN 978-1-64708-544-5

**Class Times:** Monday & Wednesday: 9:00 a.m. – 10:20 a.m. OR 6:00 p.m. – 7:20 p.m.

Fridays: Asynchronous (see dates below for assignments)

**Purpose** The purpose of this course is to introduce students to core ideas about

contract law.

**Goals &**

**Objectives:** My basic goals include *inter alia*:

* Providing a forum for case analysis and synthesis in the common law tradition.
* Instilling in students a desire to perform their professional studies and duties with pride. I attempt to ensure students develop good reading skills and develop habits and perspective that will remain throughout their legal careers.
* Teaching key contractual principles and theories and have students be able to identify issues and draw appropriate conclusions.
* Be effective communicators by standing and arguing, and apply appropriate contractual considerations to cases and problems.
* Write effective exams using IRAC format where appropriate.
* Treat others with civility and be able to work effectively with others.
* Recognize ethical issues.

**Course**

**Outcomes:**

* Students will demonstrate a comprehensive understanding of the foundational

principles of contract law including offer, acceptance, consideration, and

contractual capacity.

* Students will develop the ability to critically analyze and interpret contact law cases, identifying key issues, relevant facts, and legal reasoning.
* Students will apply legal precedents and principles to analyze and solve complex contract law issues, demonstrating proficiency in legal reasoning and argumentation.
* Students will demonstrate skills in drafting and interpreting contracts by identifying and resolving ambiguities in simulated contracts and business problems and settings.
* Students will understand the interconnectedness of legal disciplines and be able to, for example, chose appropriate procedures and make appropriate recommendations. Students will complete an interdisciplinary project.
* Students will produce a course outline covering key contractual principles to be a study guide for the course as well as the Comparison course and for Bar Review purposes.
* Students will be able to demonstrate proficiency in answering multiple choice questions.

**Grading & Midterm**: Worth 15 points – 80 minutes

**Criteria**: **Examplify Quizzes**: Worth 5 points (avg top 3 quiz scores)

**Interdisciplinary Paper:** Worth 5 points

**Contracts Course Outline**: Worth 10 points

**Final**: Worth 65 points – 180 minutes

**ASSIGNMENTS DUE FOR EACH CLASS**

 **Topics** **Page Numbers**

**Class 1** The Consideration Requirement: Bargained For 67-87

01/22 and Given In Exchange

**Cases Due**: Kirksey v. Kirksey, Hamer v. Sidway, Langer v. Superior Steel Corp., Pennsy Supply, Inc. v. American Ash Recycling Corp.

**Class 2** **Zoom Pre-recorded class (Dropbox link on TWEN)**

01/24 Intent to Contract; Moral Obligation; Mixed Motives 88-131

 and Adequacy of Consideration; Unenforceable debts

**Cases Due**: In re Greene, Cohen v. Cowles, Thomas v. Thomas,

Browning v. Johnson, Apfel v. Prudential-Bache Securities, Inc.,

First Hawaiian Bank v. Zuckerkorn; Mills v. Wyman, Webb v. McGowin

**Class 3** Pre-existing Duty Rule, Discretion, Mutuality 132-162

01/27

**Cases Due**: Levine v. Blumenthal, Alaska Packers’ Assoc. v. Domenico,

Angel v. Murray, Rehm-Zeiher Co. v. F.G.Walker Co., McMichael v. Price, Wood V. Lucy, Lady Duff-Gordon, Onmi Group, Inc. v. Seattle-First National Bank

**Class 4** Promissory Estoppel 163-184

01/29

**Cases Due**: Ricketts V. Scothorn, Langer v. Superior Steel Corp.,

Allegheny College v. National Chautauqua County Bank of Jamestown,

Congregation Kadimah Toras-Moshe v. Robert A. DeLeo

**Class 5** **Zoom Pre-recorded class (Dropbox link on TWEN)**

01/31  **Practice Questions on Socrative.com** – **TOPIC 🡪 Consideration**

 Go to: **socrative.com**

Click on**: Student Login**

Room Name: **LEAMY6529**

 Name: **Last name, First Name**

**EXAMPLIFY Quiz 1 🡪 Consideration**

**Password will be emailed Friday morning via TWEN**

**Assignment Paper**: Case of the Independent Cab Driver

**Submit via TWEN under “Assignments & Quizzes”**

**Class 6** The Agreement Process: Manifestation of Mutual 185-206

02/03 Assent; Ascertaining Assent: The “Objective” Test”;

Implied-In-Fact Agreement

**Cases Due**: Embry v. Hargadine, Lucy v.Zehmer, Raffles v. Wichelhaus;

Wrench, LLC v. Taco Bell Corp.

**Class 7** The Agreement Process: Offer and Acceptance 207-245

02/05

**Cases Due**: Lonergan v. Scholnick, J.W. Southworth v. Oliver,

Lefkowitz v. Minnneapolis Surplus Store, Leonard v. Pepsico, Inc., La Salle National Bank v. Mel Vega, Hendricks v. Behee, Carlill v. Carbolic Smoke Ball Co.

**Class 8** **Zoom Pre-recorded class (Dropbox link on TWEN)**

02/07Practice Questions on Socrative.com – **TOPIC 🡪 Offer and Acceptance**

**Class 9** Modes of Acceptance; Acceptance By Performance; 245-279

02/10 Acceptance By Conduct or Silence

**Cases Due**: Corinthian Pharmaceutical Systems, Inc. v. Lederle Laboratories, Industrial America, Inc. v. Fulton Industries, Inc.,

Glover v. Jewish War Veterans of United States, Ever-Tite Roofing Corp. v. G.T Green, Russell v. Texas Co.,R.L., Ammons v. Wilson & Co., Schreiber v. Mills, Beneficial National Bank, U.S.A. v. Obie Payton

**Class 10** Termination of Offers; Timing Issues; Counteroffers 280-317

02/12 (§2-207)

**Cases Due**: Hendricks v. Behee, Dickinson v. Dodds, Humble Oil & Refining Co. v. Westside Investment Corp., Marchiondo v. Scheck, Baird v. Gimbel Brothers, Inc., Drennan v. Star Paving Co., Adams v. Lindsell

**Class 11** **Zoom Pre-recorded class (Dropbox link on TWEN)**

02/14 Practice Questions on Socrative.com – **TOPIC 🡪 Offer and Acceptance**

**EXAMPLIFY Quiz 2 🡪 Offer, Acceptance, and Consideration**

**Password will be emailed via TWEN Friday morning**

**Class 12** Special Problems in the Agreement Process §2-207; 318-361

02/17 Shrinkwrap and Browsewrap

**Cases Due**: Minneapolis & St. Louis Railway Co. v. Columbus Rolling-Mill Co., DTE Energy Technologies, Inc. v. Briggs Electric, Inc., Textile Unlimited, Inc. v. A..BMH and Company, Inc., Hill v. Gateway 2000, Klocek v. Gateway, Specht v. Netscape Communications Corp., Cairo, Inc. Crossmedia Services, Inc.

**Class 13** Indefinite Agreements and Gaps; Precontractual Liability; 362-401

02/19 Accord and Satisfaction

**Cases Due**: Varney v. Ditmars, Oglebay Norton Company v. Armco, Inc., Blinn v. Beatrice Community Hospital and Health Center, Inc.

Metro-Goldwyn-Mayer, Inc. v. Scheider, Joseph Martin, Jr., Delicatessen, Inc. v. Shumacher, Hoffman v. Red Owl Stores, Inc.

**Class 14 Zoom Pre-recorded class (Dropbox link on TWEN)**

02/21 Practice Questions on Socrative.com – **TOPIC 🡪 UCC §2-207**

**EXAMPLIFY Quiz 3 🡪 Black Letter Law (comprehensive)**

**Password will be emailed via TWEN Friday morning**

**Class 15** Indefinite Agreements and Gaps (Continued); 402-426

02/24 Recovery Without Agreement: Unjust Enrichment

**Cases Due**: Empro Manufacturing Co., Inc. v. Ball-Co Manufacturing, Inc.,

Dixon v. Wells Fargo Bank, N.A., Douthwright v. Northeast Corridor Foundation, Bailey v. West, Kossian v. American National Insurance Co.

**Contract Draft Outline Due via TWEN Submission**

**Class 16** **\*MIDTERM\***

02/26

**Class 17** **Mental Health Friday** – Take the day to recoup

02/28

**Class 18** Formation Defenses, The Statute of Frauds 431-462

03/03

**Cases Due**: Professional Bull Riders, Inc. v. AutoZone, Inc., Crabtree v. Elizabeth Arden Sales Corp., Sullivan v. Porter, DF Activities Corp. v. Brown

Capacity: Infancy, Mental Incompetence and Intoxication 463-479

**Cases Due**: Bowling v. Sperry, Heights Realty, Ltd. v. E.A. Phillips,

Ervin v. Hosanna Ministry, Inc.

**Class 19** Mistake 480-516

03/05

**Cases Due**: Beachcomber Coins, Inc. v. Ron Boskett, Sherwood, v. Walker, Lenawee County Board of Health v. Messerly, Ayer v. Western Union Telegraph Co.; Boise Junior College District v. Mattefs Construction Co.; OneBeacon America Insurance Co. v. Travelers Indemnity Co. of Illinois,

**Class 20 Zoom Pre-recorded class (Dropbox link on TWEN)**

03/07 Misrepresentation and nondisclosure, Duress and Undue

Influences, Public Policy 517**-**561

**Cases Due**: Laidlaw v. Organ, Marina District Development Co. v. Phillip Ivey, Vokes v. Murray, Inc., Hill v. Jones, Rubenstein v. Rubenstein, Austin Instrument, Inc. v. Loral Corp., Machinery Hauling, Inc. v. Steel of West Virginia

**EXAMPLIFY Quiz 4 🡪 Formation Defenses**

**Password will be emailed via TWEN Friday morning**

**Class 21** Unconscionability 561-594

03/10

**Cases Due**: Williams v. Walker-Thomas Furniture Co., Jones v.

Star Credit Corp., In re Louis Fleet v. United States Consumer Council,

Ferguson v. Countrywide Credit Industries, Inc., Zapatha v. Dairy Mart, Inc.,

Coursey v. Caterpillar

**Class 22** Illegality and Public Policy 595-642

03/12

**Cases Due**: Sinnar v. Le Roy, Homami v. Iranzadi, Broadley v.

Mashpee Neck Marina, Inc., Data Management, Inc. v. Greene,

Watts v. Watts, Kass v. Kass, A.Z. v. B.Z., Wallis v. Smith

**Class 23** **Zoom Pre-recorded class (Dropbox link on TWEN)**

03/14Practice Questions on Socrative.com – **TOPIC 🡪 Parol Evidence**

**\*SPRING BREAK\* March 16– March 23**

**Class 24** Parol Evidence 643-690

03/24

**Cases Due**: Mitchill v. Lath, Masterson v. Sine, Alaska Northern

Development, Inc. v. Alyeska Pipeline Service Co., Pacific Gas & Electric Co. v. G.W. Thomas Drayage & Rigging Co., Frigaliment Importing Co. v. B.N.S. International Sales Corp., In re Katrina Canal Breaches Litigation

**Class 25** The Duty of Good Faith; Prevention, Hindrance, and the 691-726

03/26 Duty of Cooperation

**Cases Due**: Patterson v. Meyerhofer, Market Street Assoc. LP v. Frey

Exercise of Reserved Discretion

**Cases Due:** Omni Group, Inc. v. Seattle-First National Bank, Billman v. Hensel, Austrian Airlines Oesterreichische Luftverkehrs AG v. UT Finance Corp., Feld v. Levy & Sons, Inc.

**Class 26 Zoom Pre-recorded class (Dropbox link on TWEN)**

03/28Practice Questions on Socrative.com – **TOPIC 🡪 Modification**

**Class 27** Modification**,** Modification by Agreement, Termination 726-805

03/31 of Contractual Relations Other than for Breach

**Cases Due**: Roth Steel Products v. Sharon Steel Corp., Beneficial

National Bank v.Payton, Zapatha V. Dairy Mart, Inc., Hillesland v.

Federal Land Bank Assoc of Grand Forks

Discrimination;

**Case Due:** Garrett v. Tandy Corporation

Warranties; Tort and Statutory Liability for Falsehood;

**Cases Due**: Rogath v. Siebenmann, V.S.H. Realty, Inv. v. Texaco, Inc.,

All-Tech Telecom, Inc. v. Amway Corporation

**Class 28** Conditions 806-859

04/02

**Cases Due**: Dove v. Rose Acre Farms, Inc., In re Carter’s Claim, Clark v. West, Dynamic Machine Works, Inv. v. Machine & Electrical Consultants, Inc., Ferguson v. Phoenix Assurance Company of New York, Palmer v. Fox,

Jacob & Youngs, Inc. v. Kent

**Class 29** **Zoom Pre-recorded class (Dropbox link on TWEN)**

04/04

**Class 30** Changed Circumstances: Impracticability And; 862-889

04/07 Frustration of Purpose

**Cases Due**: United States v. Wegematic Corp., Taylor v. Caldwell,

 Canadian Industrial Alcohol Co. v. Dunbar Molasses Co., Dills v.

 Town of Enfield, Kaiser-Francis Oil Co. v. Producer’s Gas Co.

Assignment Paper on TWEN – **TOPIC 🡪 Impracticability**

 **Submit paper on TWEN under “Assignment & Quizzes”**

**Class 31** Frustration of Purpose; Arbitration Clause890-944

04/09

**Cases Due**: Paradine v. Jane, Krell v. Henry, Washington State

Hop Producers, Inc. v. Goschie Farms, Inc., Hall Street Associates, L.L.C. v. Mattel, Inc., Michael-Curry Cos., Inv. v. Knutson Shareholders Liquidating Trust, Stolt-Nielsen S.A. v. Animal Feeds International Corp., Misty Ferguson v. Countrywide Credit Industries, Inc., AT&T Mobility LLC v. Vincent Concepcion

**Class 32 EXAMPLIFY Quiz 5 🡪 Parol Evidence and Modification**

04/11 **Password will be emailed via TWEN Friday morning**

**EXAMPLIFY Quiz 6 🡪 Conditions and Excuse for Non-Performance Password will be emailed via TWEN Friday morning**

 **Both quizzes (5 and 6) must be completed by 11:59 pm**

**Class 33** Remedies 945-984

04/14

**Cases Due**: Albert Hochster v. Edgar De La Tour, H.B. Taylor v. Elizabeth Johnson, Alaska Pacific Trading Co. v. Eagon Forest Products, Inc., Northern Indiana Public Service Co. v. Carbon County Coal Co., Walgreen Co. v. Sara Creek Property Co.

**Class 34** Damages 985-1015

04/16

**Cases Due**: Alice Sullivan v. James O’Connor, Sidney Bernstein v. Ronald Nemeyer, Glendale Federal Bank, FSB v. United States, Clark v. Marsiglia, Hadley v. Baxendale, Spang Industries, Inc., Fort Pitt Bridge Division v. Aetna Casualty & Surety Co., Hydraform Products Corp. v. American Steel & Aluminum Corp.

**Class 35 Zoom Pre-recorded class (Dropbox link on TWEN)**

04/18 Practice Questions on Socrative.com – **TOPIC 🡪 Remedies**

**04/19 Animal Rights Day Volunteer Day on campus (sign up in advance)**

**04/21**  **\* NO CLASS – PATRIOTS DAY \***

**Class 36** Seller’s Remedies 1016-1036

04/23

**Cases Due**: American Mechanical v. Union Machine Co. of Lynn, Inc.,

 Locks v. Wade, Rosario Inchaustegui v. 666 5th Avenue Limited Partnership

Buyer’s Remedies 1037-1058

**Cases Due**: Reliance Cooperage Corp. v. Treat, Jacob & Young v. Kent; John & Catherine Rivers v. Barry Deane, Willie Peevyhouse v. Garland Coal & Mining Company, American Standard, Inc. v. Harold Schectman

**Class 37** Practice Questions on Socrative.com – **TOPIC 🡪 UCC 2-207**

04/25 **EXAMPLIFY Quiz 7 🡪 Damages and Remedies**

**Password will be emailed via TWEN Friday morning**

**EXAMPLIFY Quiz 8 🡪 Modification and UCC 2-207**

**Password will be emailed via TWEN Friday morning**

**Class 38** Divisible and Indivisible Contracts 1059-1074

04/28Mental Anguish and Punitive Damages 1075-1101

**Cases Due**: Marcus Lowy v. United Pacific Insurance Co., New Era Homes Corp. v. Engelbert Forster, Britton v. Turner

**Cases Due:** Elliot Kaplan and Jeanne Kaplan v. Mayo Clinic, David Plotnik et al. v. John Meihaus et al, Angelo Acquista v. New York Life Insurance Company, Boise Dodge, Inc. v. Robert E. Clark, White Plains Coat & Apron Co. v. Cintas Corp.

**Animal Rights Day Extra Credit Due on TWEN by 11:59 pm**

**Class 39** Injunctive Relief and Liquidated Damages1102-1152

04/30

**Cases Due:** Curtice Brothers Co. v. Catts, Van Wagner Advertising Corp. v.

S & M Enterprises,Lumley v. Wagner, Curb Records, Inc. v. Samuel T. McGraw, Southwest Engineering Co. v. United States, Cellphone Termination Fee Cases, Lewis Refrigeration Co. v. Sawyer Fruit, Vegetable and Cold Storage Co., Ed Bertholet & Associates, Inv. v. Ed Stefanko

**Class 40 Interdisciplinary Paper Due via TWEN under “Assignment & Quizzes”**

05/02

 **Review (link on TWEN)**

Final ExamPractice MC Questions on EXAMPLIFY

**TOPIC 🡪 Comprehensive**

 **Password will be emailed via TWEN Friday morning**

**Class 41** Third Party InterestsAssignments and Delegation 1153-1208

05/05

**Cases Due:** Herman Allhusen v. Caristo Construction Corp., Carol Owen v. CNA Insurance/Continental Casualty Company, Continental Purchasing Co. v. Van Raalte Co., Sally Beauty Co. v. Nexxus Products Co., Inc.

Third-Party Beneficiaries

**Cases Due:** KMART Corp. v. Balfour Beatty, Inc., Corrugated Paper Products, Inc. v. Longview Fibre Co., Constance Hale v. Robert Groce, Irma Zigas v. Superior Court, Edward Tweeddale v. Daniel Tweeddale

**Contract Course Outline Due via TWEN Submission**

**TBA: Final Exam**

**Optional Workshops with Professor Dimitriadis Live on Zoom (link on TWEN)**

**Tentative Dates (subject to change):**

Friday, January 24th at 6:00 pm

Thursday, February 13th at 6:00 pm

Thursday, February 20th at 6:00 pm

Thursday, March 13th at 6:00 pm

Thursday, March 27th at 6:00 pm

Thursday, April 17th at 6:00 pm

Thursday, May 1st at 6:00 pm

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