

WESTERN STATE UNIVERSITY COLLEGE OF LAW
READING ASSIGNMENT – WEEKS 1 & 2

COURSE: CONTRACTS
SECTIONS: 112 – C
SEMESTER: SPRING 2012
TIME: T/TH 2:45 – 4:15 P.M.
PROFESSOR: MOHR

- I. **REQUIRED BOOKS.** The required books must be brought to all classes. You are expected to have read any statute or Restatement sections in the Selections to which the cases or other material in the Casebook refer.
- E. Allan Farnsworth, William F. Young, Carol Sanger, Neil B. Cohen & Richard R. Brooks, Cases & Materials on Contracts (7th ed. Found Press 2008).
 E. Allan Farnsworth, William Young & Carol Sanger, Selections for Contracts 2011.
 Kevin Mohr, Spring 2012 Supplemental Case Materials (2012) (“Supp.”) (Available on first day of class.)
- II. **OPTIONAL TEXTS**
- Marvin A. Chirelstein, Concepts and Case Analysis in Contracts (6th ed. Foundation 2010) (Highly recommended).
 E. Allan Farnsworth, Contracts (4th ed. Aspen 2004) (Hornbook); or
 John D. Calamari & Joseph M. Perillo, The Law of Contracts (6th ed. West 2009) (Hornbook).
- III. **COURSE SCHEDULE.** Please note that class coverage of reading assignments is fluid, i.e., we will not always cover all of the assigned material during the scheduled class periods. Often, we will carry over the assignments to the next week, particularly at the beginning of the semester. It is your responsibility to keep track of how far we have gone in the previous class and make sure you are prepared. You will not be excused from being prepared because you read the case two weeks before and “don’t remember” it. I expect you to be prepared on the first day of class; at a minimum, you must have prepared an issue statement for each main case.¹ Also, please note that the syllabus and full reading schedule, as well as a supplement of additional cases we will cover during the semester, will be available during the first week of class.

• **NOTE:** Underlined cases are in the Spring 2012 Supplemental Case Materials, available on the first day of class. The Pacific State Bank, O’Riordan and Rosen cases are available on-line at the WSU web site and the course web site.

WEEK	DATES	PAGES ²	TOPIC	MAIN CASES & NOTES (Pages)
1	1/17, 1/19	366-381	<u>DETERMINING THE PARTIES DUTIES UNDER THE CONTRACT [Chapter 5]</u> <u>SECTION 1. EXPRESS PROMISES I – THE PAROL EVIDENCE RULE – DETERMINING THE SUBJECT MATTER TO BE INTERPRETED³</u>	INTRODUCTION (366-368); Gianni v. R. Russell & Co. (368-370); Notes 1&2 (370); Masterson v. Sine (371-376); Notes (376-377); Bollinger v. Central Penn. Quarry (377-378); Notes 1,3 (378); Problem (379); <u>Pacific State Bank v. Greene</u> (Supp. 52); <u>Riverisland v. Fresno-Madera</u> (Supp. 22); PAROL EVIDENCE AND CONTRACTS FOR SALE OF GOODS (379); Prob. (379-80); NO ORAL MODIFICATION CLAUSES (380-381).

¹ To be minimally prepared, I expect that for every assigned case, every student will have **typed** an issue statement (double-spaced) that incorporates both facts & law. See Case Briefs: How to Brief A Case (Mohr), Section II.D., on writing issue statements – available on WSU web site and the course web site.

² Page references are to the Farnsworth & Young casebook. References to “Supp. ___” means the listed case is in the Spring 2012 Case Supplement.

³ Put another way, the parol evidence rule is used to identify what are the terms of the contract (written & oral) the court is asked to enforce.

<u>WEEK</u>	<u>DATES</u>	<u>PAGES²</u>	<u>TOPIC</u>	<u>MAIN CASES & NOTES (Pages)</u>
1	1/17, 1/19	381-401	<u>SECTION 2. THE USE OF EXTRINSIC EVIDENCE OF THE PARTIES' INTENT (INTERPRETATION OF MEANING)</u>	Introduction (381-382); Pacific Gas & Elec. v. G.W. Thomas (382-385); Notes 1 & 2 (385-386); <u>Rosen v. State Farm Gen. Ins.</u> (Supp. 16); <u>O'Riordan v. Federal Kemper</u> (Supp. 5); METHODS OF INTERPRETING AMBIGUOUS CONTRACTS (395); Notes (395-396); Problems 1-5 (396-397); RULES IN AID OF INTERPRETATION (398-400); Note (400); Problem (400); FUNCTION OF JUDGE AND JURY (400-401); Note (401).
2	1/24, 1/26	401-409	<u>SECTION 3. THE USE OF EXTRINSIC EVIDENCE FROM COMMERCIAL CONTEXT (INTERPRETATION OF MEANING)</u>	Frigalment Importing v. Int'l Sales (401-406); Notes (406-407); Problem (407); Hurst v. W.J. Lake Co. (407); Problem (409).
		410-421.	<u>SECTION 4. THE USE OF EXTRINSIC EVIDENCE TO SUPPLEMENT OR QUALIFY THE AGREEMENT: COURSE OF DEALING, USAGE OF TRADE, AND COURSE OF PERFORMANCE</u>	Nanakuli Paving v. Shell Oil (410-418); Columbia Nitrogen v. Royster Co. (419-421).
		421-430	<u>SECTION 5. OBJECTIVE INTERPRETATION AND ITS LIMITS</u>	Introduction to Raffles v. Wichelhaus (422); Raffles v. Wichelhaus (422-423); Notes 1&2 (423-424); Oswald v. Allen (424-425); Notes (425-426).
		430-437	<u>SECTION 6. SUPPLEMENTING THE AGREEMENT WITH TERMS SUPPLIED BY LAW: GAP FILLERS, WARRANTIES, AND MANDATORY TERMS⁴</u>	FILLING CONTRACTUAL GAPS – GENERALLY (431-432); FILLING COMMON CONTRACTUAL GAPS BY STATUTE (432-433); GAP FILLING WITH RESPECT TO PRODUCT QUALITY – IMPLIED WARRANTIES IN ARTICLE 2 (433) Implied Warranty of Merchantability (433-434) Implied Warranty of Fitness for a Particular Purpose (437)
		Various	<u>"BONUS" SECTION. IMPLIED PROMISES – FILLING GAPS (GOOD FAITH, BEST EFFORTS, TERMINATION)⁵</u>	Introduction (522); Eastern Air Lines v. Gulf Oil (76; 526-528); Note 1 (528); Mattei v. Hopper (72-75); Wood v. Lucy, Lady Duff Gordon (83-85); Percentage Leases (539-540); GOOD FAITH IN TERMINATION (540); Lockewill v. United States Shoe (540-542); Notes 1, 2 (542-543).

⁴ This section addresses gap-filling terms as provided by statute, specifically Article 2 of the UCC. Compare statutory gap-fillers to the court-created gap-fillers in the "Bonus" Section. See note 5.

⁵ After it has determined what the contract's terms are and what they mean (thus helping to establish the respective rights and duties of the parties), a court sometimes reads into the contract other rights and duties that the parties may not have expressly included. Such rights and duties are often based on matters of public policy.