**FIRST ASSIGNMENT FOR PROFESSOR VAN DETTA's CONTRACTS I, SECTION A (Covers first two weeks of Fall 2012 Semester)**

**UNIT 1 of 9**

###### Topics:  Introduction to Contracts—Sources of Contract Law—The Bargaining Process—The Objective Theory of Assent— Topics:  The Offer—Definition; Role of “Intent”; Advertisements As Offers; Offers For Sales Of Goods Contracts ([UCC Article 2](http://lawschool.westlaw.com/shared/westlawredirect.asp?task=km&WestlawPath=www.westlaw.com/Find/default.wl?rs=kmfw2.8&vr=2.0&kmvr=2.6&FindType=Y&cite=ULUCCART2))

***Part 1 of Assignment***:  Email Professor Van Detta at the following email address (for this purpose only), [jeffrey.vandetta@gmail.com](mailto:jeffrey.vandetta@gmail.com),  to introduce yourself, and please include the following information, arranged using the precise 10 headings below:

1.  Your full name;

2.  Your Program of Study at AJMLS (e.g., full time/day; part-time/day);

3.  Your undergraduate alma mater, major (and/or minor), and degree(s) awarded;

4.  Other graduate study you have done, including the institution's name and location, the degree program(s) pursued, and degree(s) awarded;

5.  Your previous work experience (this helps Professor Van Detta get a sense of who may have helpful information about particular aspects of business and contracts that we study, as well as the level of experience in the worlds of employment and business that we have in our learning community)

6.  A description of at least 200 words about your reasons for pursuing a legal education

7.  A description of at least 200 words about what you think a lawyer does, and what role a lawyer plays, and what role a lawyer should play, in the 21st century American society and globalized economy.

8.  A description of what you hope to take away from your experience in the Contracts I and II learning community during 2012-13

9.  A description of the contributions that you believe you can make to our Contracts I and II learning community during the 2012-13

10.  A description of how you anticipate your experience in Contracts I and II during 2012-13 will relate to your preparation to take a professional licensure examination ("bar exam") upon earning your Juris Doctorate degree.

NOTE:  Your email should have the following subject line:  "[Your full name]'s Introduction To Professor Van Detta - Contracts I-A Fall 2012 Semester"

2.  ***Part 2 of Assignment***:  Complete all of the following reading and exercises.  Note that in-class coverage will primarily come from item G, the cases you are to locate on Westlaw and read, with secondary in-class reference to items C, D, E, & F.  Items A and B are for your self-study, and are essential for constructing your mental framework for comprehending and contextualizing the other reading.

A.      John Edward Murray, Jr., Murray On Contracts (5th ed. LexisNexis 2011), ISBN 9781422481554:

       1.  Read Chapter 1, §§ 1 - 18, 23; Chapter 2 §§ 29-41

 B.     Brian A. Blum, Contracts:  Examples & Explanations (5th ed. Aspen 2010).  Read the following sections; set aside 2 to 3 hours to type out on your laptops in a Word file your attempts to answer the "Examples" at the end of each assigned chapter (i.e., Chapter 1-4); then debrief your answers using Professor Blum's "Explanations" for each problem set you've completed.  Note your corrections in your original answer document.  This will become an important self-study tool throughout the year.

1 INTRODUCTION TO CONTRACTS  
A. An Introduction to the Study of Contract Law  
B. What Makes an Agreement into a Contract  
C. The Enforcement of Contracts: An Introduction to Remedies  
[E&E Sections 1.1 to 1.4, 2.1 to 2.6, 2.8, 2.9, and 3.1 to 3.4]  
  
2 SALES OF GOODS  
A. An Introduction to Article 2  
B. The Scope of Article 2  
C. Merchants and Article 2  
D. The General Duty of Good Faith in Article 2  
E. International Sales of Goods and the CISG  
[E&E Section 2.7]  
  
3 CONTRACTUAL ASSENT AND THE OBJECTIVE TEST  
A. The Objective Standard for Determining Assent  
B. The Determination of Objective Meaning: The Reasonable Person Construct  
C. The Duty to Read  
D. Deliberately Undisclosed Intent  
E. Remedies: Expectation Damages, Specific Performance, and the Distinction Between  
Law and Equity  
[E&E Section 4.1]

4 THE OFFER  
A. The Process of Contract Formation  
B. The Nature and Qualities of an Offer  
C. Is an Advertisement an Offer or a Solicitation?  
D. Offers Under the UNIDROIT Principles and CISG  
[E&E Sections 4.2, 4.3, and 4.4]

C.     Carol L. Chomsky & Christina L. Kunz, Sale of Goods: Reading and Applying the Code, (2d ed. West 2004)

1.  Read Assignments 1, 2, & 3.  Complete all exercises.  Type them out in a Word file.

D.     Chomsky, Kunz, Rusch and Schiltz' Selected Commercial Statutes

                         In addition to looking up any statutes cited in your other assigned reading, make sure to review:  U.C.C. § 1-103(a) & (b);  § 2-102; § 2-105(1); §  2-106(1); § 2-104(1); § 2-204

E.      Scott J. Burnham, Drafting and Analyzing Contracts: A Guide to the Practical Application of the Principles of Contract Law (3d ed. Matthew Bender/LexisNexis 2003), ISBN: 9780820557885

1.  Read §§ 1.1 & 1.4

F.      Judge  Posner’s Contract-Law Decisions.

1.  No assignments in this resource until such time that it is posted on our TWEN Course Site.

G.     ***Court decisions for careful reading, briefing, and discussion during our class sessions:*** Professor Van Detta ***is not using a traditional law-school casebook*** for this course.  Instead, to train you in the habits of locating and reading cases in the format that lawyers must use, the cases to be read before each class will be listed in the  Course Syllabus.  Students must use the case citations to find each case on Westlaw and then download each case for their study and use.  PLEASE USE THE OFFICIAL REPORTER VERSIONS, WHICH ARE PDF DOWNLOADS.  THIS WAY, WE'LL ALL BE ON THE SAME PAGE--LITERALLY.

*For guidance on USEFUL casebriefing, see* [*www.lawnerds.com*](http://www.lawnerds.com)

1.  Kilarjian v. Vastola, 877 A.2d 372 (N.J. Superior 2004)

2.  Cohen v. Cowles Media Co., 457 N.W.2d 199 (Minn. 1990)

3.  Pierce v. The Clarion Ledger, 452 F. Supp. 2d 661 (S.D. Miss. 2006)

4.  Milau Assocs. v. North Ave. Dev. Corp., 368 N.E.2d 1247, 398 N.Y.S.2d 882 (N.Y. Ct. App. 1977)

4.  Pittsley v. Houser, 875 P.2d 232 (Idaho App. 1994)

5.  Anthony Pools v. Sheehan, 455 A.2d 434 (Md. 1983)

6.  Lindholm v. Brant, 2005 WESTLAW 2364884 (Conn. Super. 2005)(this is a decision not published in the official regional reporter for Connecticut state courts -- West's Atlantic Reporter 2d Series -- but is available in an unofficial report on Westlaw, using the FIND feature), aff'd, 925 A.2d 1048 (Ct. 2007)

7.  Lucy v. Zehmer, 84 S.E.2d 516 (Va. 1954)

8.  James v. McDonald's Corporation, 417 F.3d 672 (7th Cir. 2005)

9.  Kabil Developments Corp. v. Mignot, 566 P.2d 505 (Ore. 1977)

10.  Fletcher-Harlee Corp. v. Pote Concrete Contractors, 482 F.3d 247 (3d Cir. 2007)

11.  Lefkowitz v. Great Minneaplos Surplus Store, 86 N.W.2d 689 (Minn. 1957)

12.  Fairmount Glass Works v. Crunden-Martin Woodenware Co., 51 S.W. 196 (Ky. App. 1899)

13. Herring v. Dunning, 213 Ga.App. 695, 446 S.E.2d 199 (1994) NOTE:  the citation to a Georgia codification of common-law contract rules in Title 13 of the *Official Code of Georgia Annotated* (*O.C.G.A.*).; the particular statute cited here is O.C.G.A. 13-3-3, entitled, "**Contracts By Letter; Alternative Propositions," which you can locate on Westlaw by typing "OCGA 13-3-3" into the FIND function.  To understand Georgia's codification of common-law rules, see Sentell, *Statutes of Nonstatutory Origin*, 24 Ga. L. Rev. 95, available at:**[**http://digitalcommons.law.uga.edu/fac\_artchop/1**](http://digitalcommons.law.uga.edu/fac_artchop/1)