

FIRST TWO WEEKS' ASSIGNMENT FOR EVENING & DAY SECTION A CONTRACTS II (Van Detta)

In the first week next semester, we'll tackle the Unit 8 topics of:

1. Infancy & Mental Incapacity
2. Violations of public policy
3. Economic Duress and Contract Modification

Here are the details of the reading for these topics in Unit 8:

1. Infancy & Mental Incapacity--read Knapp Ch. 7, §A.

PREPARE FOR CLASS THE "EL CAMINO PROBLEM" WHICH IS POSTED UNDER THE "UNIT 8 SYLLABUS & COURSE MATERIALS PAGE.

2. Contracts In Violation Of Public Policy -- read Knapp et al. Ch. 7, §E; *and*:

a. Stevens v. Rooks Pitts & Poust, 682 N.E.2d 1125 (Ill. App. 1997)(law-firm partnership agreement that restricts rights of a lawyer to practice after termination of relationship with firm)

HOT BAR-EXAM TOPC ALERT!!! On the recent change in Georgia law (the Georgia Restrictive Covenants Act, [O.C.G.A. § 13-8-50](#) - [O.C.G.A. § 13-8-58](#), effective 11 May 2011) concerning the enforceability of covenants not to compete (typically found in employment contracts), read Catherine Salinas Acree, *Legislative Changes Give Georgia Employers Cause to Review the Restrictive Covenants in Their Employment Contracts*, CARLTON-FIELDS, 24 Apr. 2012, at <http://www.carltonfields.com/legislative-changes--give-georgia-employers-cause-to-review-the-restrictive-covenants-in-their-employment-contracts-04-24-2012/>; and read C. Todd Van Dyke, *The Georgia Restrictive Covenants Act – Two Years Later, NON-COMPETE & TRADE SECRETS REPORT*, Apr. 25, 2013, at <http://www.noncompetereport.com/2013/04/25/the-georgia-restrictive-covenants-act-two-years-later/>

3. Economic Duress--read Knapp Ch. 7, §B, pp. 553-563; Knapp Chapter 8, pp. 717-734

Read also: *The Heavy Burden of Proving Economic Duress*, N.Y. Law Journal, Apr. 2012, which you may download from:

http://www.chadbourne.com/files/Publication/d53eba6d-35c9-4011-8de8-b80221573c12/Presentation/PublicationAttachment/b6a21fa2-aaaf-4312-909a-42a84c4b81fe/Hall_NYLJournal_Apr12.pdf

COORDINATE READING FROM THE E & E FOR THESE TOPICS:

13 Policing Contracts for Improper Bargaining [correlate this reading with the order in which the topics are presented in Chapter 7 of the Knapp, et al. Casebook)

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D. Duress and Bad Faith in Relation to Contract Modification
[E&E Section 13.9] SPRING SEMESTER

G. An International Perspective ***[E&E Section 13.14]***
SPRING SEMESTER

Policing Contracts on Grounds Other than Improper Bargaining

3. . Contracts in Violation of Public Policy ***[E&E Section 13.13]*** ***SPRING SEMESTER*** -- *and under public policy's rubric in the Spring, we'll look at, and I'll discuss, the new Georgia Restrictive Covenants Act, [O.C.G.A. § 13-8-50](#) - [O.C.G.A. § 13-8-58](#), effective 11 May 2011*

RECOMMENDED SUPPLEMENTAL READING:

On the important distinction between saying a contract is “avoidable”/”voidable” versus that a contract is “void,” see Jesse A. Schaefer, Comment, *Beyond a Definition: Understanding the Nature of Void and Voidable Contracts*, 33 *Campbell L. Rev.* 193 (2010), available at <http://scholarship.law.campbell.edu/cgi/viewcontent.cgi?article=1515&context=clr>

On the sometimes difficult to discern parameters of the doctrine of incapacity due to infancy, read Cheryl B. Preston & Brandon T. Crowther, *Infancy Doctrine Inquiries*, 52 *SANTA CLARA L. REV.* 47 (2012), available at <http://digitalcommons.law.scu.edu/lawreview/vol52/iss1/2>

Pryor, *Balancing the Scales: Reforming Georgia's Common Law in Evaluating Restrictive Covenants Ancillary to Employment Contracts* 46 *Ga. L. Rev.* 1117 (2011-2012)(uploaded to Unit 8 Syllabus and Materials link on TWEN Course Site)