**U.S. Contract Law for International LLM Students**

**Course Syllabus Fall 2024**

Professor Edward C. Harris

eharris@kentlaw.iit.edu

312.906.5012

Office: **831** (on the eighth floor, on the west side of the building).

**Website:** I have created a course website at <https://blogs.kentlaw.iit.edu/harriscontracts/>.

On the site, you will find this syllabus, the cases you need to read for class, some other class reading materials, and links to the UCC and The Restatement (Second) of Contracts on-line so that you can read the UCC and Restatement sections referred to in the syllabus, the cases, and to the tutorials for the course (see below).

**Text**: Available online on the course website and, if there is sufficient desire, I can make hard copies of the cases available through the bookstore and college service center (for a fee) after the first week of class.

**Tutorials**: There are required online tutorials for this course. Given some recent issues with the third-party website which hosts the tutorials, my friend and colleague, Professor Richard Warner, has graciously moved much of the tutorial material (which he mostly created) to another website and has offered me the opportunity to offer access to these materials to students in my course. The tutorials are located at  [ctutorials.warnercourse.com](http://ctutorials.warnercourse.com/) and you will be able to access them free of any charge. The slight drawback is that some aspects of the tutorials as they are available from the third-party platform are not available on Professor Warner’s website. These are the quizzes, some of the flowcharts, and some of the shell outlines on the various Contract Law subjects. In my opinion, the most useful of these additional aspects are the flowcharts and the shell outlines, and I will do my best to get those either posted to Prof. Warner’s site or send them to you by PDF attachment to email. To access the tutorials via Prof. Warner’s website, you will simply need to know the main topic of the course we are studying, e.g., “Offer & Acceptance” or “Consideration” or “Remedies” etc., etc., and then locate the number of the tutorial you wish to view within the topic.

**Complete materials listed for each week *before* coming to the class on the topic for which they are assigned.**

**Final examination**: Limited open book.

**Attendance policy**: You are allowed two unexcused absences. If you have more than two unexcused absences, your grade may be reduced by a grade or more, depending on the number of absences. I may excuse an absence for an appropriately serious reason, e.g., serious illness, death in the family, etc. It is your responsibility to get notes and discussion points from a classmate for any classes that you miss. Although video recordings of the class sessions will be available, watching a recording of a class is \*not\* a substitute for in-person attendance. In addition, per the law school’s policy, students are not permitted to attend the course online via Zoom unless the student has been approved by the law school administration to attend online.

**Timeliness**: The class meets Tuesdays and Thursdays from 1:55 to 3:20 p.m. in room C-40 (on the lower level of the law school0. You will be at class on time, prepared to begin instruction at the time set for the class. Arriving late may count as an unexcused absence. If there is an assignment due for a particular class, that assignment must be turned in by the due date and time, and if it is not turned in by the deadline, your grade for the assignment will be reduced.

**Participation policy**: Be prepared to answer questions about any of the readings or tutorials assigned on the syllabus. Failure to be prepared may affect your grade adversely.

**Course Grade**: Your grade in the course will be based on the following: 80% final examination and 20% class participation. Note also the points above regarding the possible negative effects of poor attendance and timeliness on course grades.

**Office hours**: I often can make time to talk to you. If not, we can arrange another time. You can e-mail me to arrange an appointment. I also try to respond as promptly as possible to e-mails (but do not hesitate to email me repeatedly if I fail to respond. I get a *lot* of email; yours can get lost.). Due to my teaching schedule and personal childcare responsibilities, I will not be on campus at the law school every weekday and will be working from my home on certain days of the week. This should not prevent me from arranging an appointment and meeting with you via Zoom or Google Meet.

**Learning goals**: The learning goals for this course are:

1. To expose LL.M. students from foreign legal systems to the issues that arise and the rules of contract law that are fashioned and used in the common law system in the United States;
2. To deepen foreign-trained LL.M. students’ understanding of the reasoning process and underlying rationales for common law contract rules and to improve students’ abilities to apply rules to practical situations with varied and changing facts.

**Miscellaneous**: There are a few sections of the contracts materials in which I may include a few additional cases, or I may take out some cases and replace them with others. In the event that I do that, such cases are not yet available on the course website (but I will add them there eventually). In any event, if the cases that I decide to add are not on the course website, I will provide electronic copies of these cases via the course email list one week before they would be assigned. Please make sure you are properly registered for this course as that is how your name is included on the course email list. Also, when communicating with me or any of your classmates at Chicago-Kent, it is essential that you use only your kentlaw.iit.edu email address, and you are strongly advised to check this email account at least once per day, if not more frequently.

**General Information on Illinois Tech and Chicago-Kent Rules, Policies, and Resources:**

**Student Support**

If you encounter any problem (academic or personal) that affects your studies, please contact Assistant Dean Jenna Abhijeet at jabhijeet@kentlaw.iit.edu, or Associate Dean Mary Nagel mnagel1@kentlaw.iit.edu. In addition, the university provides counseling services free of charge for students. A summary of the university’s services and other resources is available at <https://webmaster.iit.edu/files/chicagokent/the-record/Mental-Health-Resources-updated.pdf>, and is linked each week to Dean Sowle’s *Record* page.

**Access and Accommodations**

Illinois Tech supports the right of all enrolled students to a full and equal educational opportunity in an inclusive and accessible learning environment consistent with federal and state law. If you have already established accommodations with the IIT Center for Disability Resources (CDR), please work with Assistant Dean Jenna Abhijeet (jabhijeet@kentlaw.iit.edu), if you are not already in contact with her, on implementing your accommodations.

If you have not yet established accommodations through CDR but have a temporary health condition or permanent disability that requires an accommodation (conditions include, but are not limited to, mental health, attention-related, learning, vision, hearing, or physical or health impacts), you are welcome to contact CDR at (312) 567-5744 or disabilities@iit.edu. It should be noted that accommodations will not be provided until the registration and approval process is complete. Accommodations are not retroactive, so registering early in the semester is important. CDR offers resources and coordinates reasonable accommodations for students with disabilities and/or temporary health conditions. Reasonable accommodations are established through an interactive process between you, your instructor(s), and CDR. More information and resources can be found at <https://www.iit.edu/cdr/services>.

**Illinois Tech’s Sexual Harassment and Discrimination Information**

Illinois Tech prohibits all members of our community from engaging in any form of sexual harassment, sexual misconduct, or gender discrimination. This includes harassment among students, staff, or faculty. Sexual harassment of a student by a faculty member or sexual harassment of an employee by a supervisor is particularly serious. Such conduct may easily create an intimidating, hostile, or offensive environment.

Illinois Tech encourages anyone who experiences sexual harassment or sexual misconduct to speak with the Office of Title IX Compliance for information on support options and the resolution process. You can report sexual harassment electronically at [iit.edu/incidentreport](http://iit.edu/incidentreport), which may be completed anonymously. You may additionally report by contacting the Title IX Coordinator, Virginia Foster, at foster@iit.edu or the Deputy Title IX Coordinator, Molly Fleck, at mfleck2@iit.edu, or by contacting Assistant Dean Jenna Abhijeet (jabhijeet@kentlaw.iit.edu).

For confidential support, you can reach Illinois Tech’s Confidential Advisor at (773) 907-1062. You can also contact a licensed practitioner in Illinois Tech’s Student Health and Wellness Center at student.health@iit.edu or (312) 567-7550. For a comprehensive list of resources regarding counseling services, medical assistance, legal assistance, and visa and immigration services, visit the Office of Title IX Compliance website at <https://www.iit.edu/title-ix/resources>.

**Bias Reporting**

Students affected by bias (whether personally experienced or observed) can report the incident through the Bias Reporting Form at the link just below. The report will be reviewed by members of the Chicago-Kent Bias Response Team (BRT).
Link: <https://cm.maxient.com/reportingform.php?IllinoisTech&layout_id=4>

***Week 1***

**I. What is a Contract and Offer and Acceptance**

Definitions of Offer and Acceptance

*Tutorials*

Offer and Acceptance 1

Offer and Acceptance 2

*Reading*

Lonergan v. Scolnick

The Manner of Acceptance

*Tutorial*

Offer and Acceptance 3

*Reading*

Davis v. Jacoby

***Week 2***

Duration of Offers: Termination and Revocation

*Reading*

Akers v. Sedberry

Tutorial

Offer and Acceptance 4

Irrevocable Offers

*Reading*

Petterson v. Pattberg

Drennan v. Star Paving Co.

*Tutorial*

Offer and Acceptance 5

***Week 3***

The Mailbox Rule

*Tutorial*

Offer and Acceptance 6

*Reading*

Lewis v. Browning

The Mirror-Image Rule

*Reading*

Ardente v. Horan

Tutorial

Offer and Acceptance 7

Reading

Poel v. Brunswick-Balke-Collender

UCC 2-207

*Tutorial*

Offer and Acceptance 8

*Reading*

Dorton v. Collins & Aikman Corp.

***Week 4***

Silence As Acceptance

*Tutorial*

Offer and Acceptance 9

*Reading*

Cole-McIntyre-Norfleet v. Holloway

Letters of Intent (partly an issue of formation, and partly an issue of interpretation)

Empro Mfg. Inc. v. Ball-Co Mfg. Inc.

Promissory Estoppel

*Reading*

Hoffman v. Red Owl Stores

*Tutorial*

Offer and Acceptance 10

**II. Consideration Doctrine**

The Basics of the Bargain Theory

*Reading*

Dougherty v. Salt

Langer v. Superior Steele Corp.

*Tutorial*

Consideration 1

Nominal Consideration

*Reading*

Schnell v. Nell

Linder v. Mid-Continent

*Tutorial*

Consideration 2

Illusory Promises

*Reading*

Wickham v. Burton Coal

***Week 5***

The Implied Promise Solution

*Reading*

Wood v. Lucy, Lady Duff-Gordon

Laclede Gas Co. v. Amoco

*Tutorial*

Consideration 3

The Preexisting Duty Rule

*Reading*

Gray v. Martino

Lingenfelder v. Wainwright

Angel v. Murray

*Tutorial*

Consideration 4

***Week 6***

Giving Up a Legal Claim as Consideration

*Reading*

Springstead v. Nees

*Tutorial*

Consideration 5

Promissory Estoppel

*Reading*

Central London Property Trust v. High Trees House

*Tutorial*

Consideration 6

Moral Obligation as Consideration

*Reading*

Webb v. McGowin

*Tutorial*

Consideration 7

***Week 7***

**III. Remedies**

The Expectation Measure

*Reading*

Hawkins v. McGee

*Tutorial*

Remedies 1

The Duty to Mitigate

*Reading*

Rockingham Cty. v. Luten Bridge

*Tutorials*

Remedies 2

Remedies 3

Foreseeability

*Reading*

Hadley v. Baxendale

*Tutorial*

Remedies 5

*Reading*

EVRA v. Swiss Bank

***Week 8***

Proving Damages

*Reading*

Rambola v. Cosindas

*Tutorial*

Remedies 6

Reliance Damages

*Tutorial*

Remedies 7

*Reading*

Security Stove

UCC: Buyer's Remedies

*Tutorials*

Remedies 19

Remedies 20

UCC: Seller's Remedies

*Tutorials*

Remedies 21

Remedies 22

Liquidated Damages

*Tutorial*

Remedies 8

*Reading*

Truck Rent-A-Center v. Puritan Farms

Lake River Corp. v. Carborundum

*Tutorial*

Remedies 9

***Week 9***

Specific Performance

*Tutorial*

Remedies 13

*Reading*

Laclede v. Amoco

10. Cost of Completion Measure

*Reading*

Peevyhouse v. Garland Coal

*Tutorials*

Remedies 10

Remedies 11

Remedies 12

**IV. Excuse**

Cure

*Reading*

Walker & Co. v. Harrison

*Tutorials*

Remedies 18

Performance and Excuse 1

*Reading*

UCC 2-601

UCC 2-508

UCC 2-612

***Week 10***

Repudiation

*Reading*

Hochster v. De La Tour

*Tutorial*

Repudiation

Uncertainty

*Reading*

Hathaway v. Sabin

*Tutorial*

Uncertainty about Performance

Reading

UCC 2-607 - 2-611

Impracticabilty

*Reading*

Taylor v. Caldwell

Tutorial

Excuse 6: Impracticability

*Reading*

Transatlantic Financing v. U. S.

***Week 11***

Frustration

*Reading*

Krell v. Henry

*Tutorial*

Excuse 7: Frustration

Mutual Mistake

*Reading*

Griffith v. Bymer

*Tutorial*

Excuse 8: Basic Mistake Doctrine

Assigning the Risk

*Reading*

Sherwood v. Walker

*Tutorial*

Excuse 9: Mistake--Assigning the Loss

Unilateral Mistake

*Reading*

Raffles v. Wichelhaus

*Tutorial*

Excuse 10: Unilateral Mistake

***Week 12***

Duress (classic duress and economic duress)

*Reading*

Duncan v. Hensley

Austin Instrument Inc. v. Loral Corp.

Unconscionability

*Tutorial*

Unconscionability

*Reading*

Henningsen v. Bloomfield Motors

Zapatha v. Dairy Mart Inc.

**V. Written Contracts**

Statute of Frauds

*Reading*

Notes on the Statute of Frauds

***Week 13***

Parol Evidence: Basic Rule

*Reading*

Mitchell v. Lath

UCC 2-202

*Tutorial*

Parol Evidence 1

Parol Evidence: Complete Integration and Scope

*Tutorials*

Parol Evidence 2

Parol Evidence 3

*Reading*

Lee v. Seagram & Sons

Parol Evidence: Entire Agreement Clauses and Contradictions

Tutorial

Parol Evidence 4

Parol Evidence: Course of Dealing, Course of Performance, Trade Usage

*Tutorial*

Parol Evidence 5