Contracts I  
Professor Lee  
Summer 2013

Course and Objectives

The course focuses on the formation of an enforceable contract, whereas Contracts II will focus on the parties’ actions after the contract has been formed. In particular, in this course we will examine the elements that are needed to create an enforceable contract as well as the circumstances in which a contract may be enforced despite the absence of those elements. Objectives for this class include: 1) better comprehension of the significance of contracts in today’s society; 2) improved understanding of the elements needed to create an enforceable contract; and 3) increased familiarity with the statutes and cases governing contracts.

Administrative Items

**Classes:** Class will be held in Room 175 Monday through Friday from 1:00 – 3:00 p.m.

**Course Web Page on TWEN:** You will need to enroll for the course on Westlaw’s TWEN. I will be using the TWEN course web page to convey information (e.g., assignments, schedule changes, etc.). Accordingly, you need to check the TWEN page regularly.

**Class Performance:** Regular, punctual class attendance and participation are course requirements along with the final examination. I reserve the right to raise or lower grades by half a letter based on classroom performance.

If you miss more than three (3) classes for any reason, you will have to explain all your absences to Claude Arrington, Associate Dean for Academic Affairs, and may receive no credit or a failing grade for the course.

**Final Examination:** There will be various exams, both multiple-choice and essay, held throughout the course. All exams will be open book.

**Text and Other Materials:** You are required to purchase the following text: Ian Ayres and Gregory Klass, *Studies in Contract Law* (8th ed. 2012). I also may assign readings from additional materials to supplement the required text. You are responsible for all statutes and regulations referenced in the text, cases, and other reading materials.
Contact Information and Office Hours: My office is located in Room 304. My telephone number is (205) 348-1125, and my e-mail address is glee@law.ua.edu. I will not be holding formal office hours during the summer, but will be available immediately after class to answer any questions you may have. You are also welcome to come by at any other time during the week, and I am happy to meet with you when I am available. I encourage you to e-mail me to schedule an appointment in order to ensure that I will be available. I will give priority to students with scheduled appointments and will meet with all others on a first-come, first-served basis.

Recording Devices: The use of recording devices is prohibited without my prior permission. Any violations of this policy may be reported to Dean Arrington and further disciplinary action may be taken.

Accommodations: Students with disabilities or special needs are encouraged to contact Dean Arrington at 205-348-6557 (carrington@law.ua.edu) so that any individual needs for support services can be evaluated and accommodated in a timely manner. Please let me know if I can be of assistance as well.

Academic Conduct: All students in attendance at the University of Alabama are expected to be honorable and to observe standards of conduct appropriate to a community of scholars. The University expects from its students a higher standard of conduct than the minimum required to avoid discipline. Academic misconduct includes all acts of dishonesty in any academically related matter and any knowing or intentional help or attempt to help, or conspiracy to help, another student.

The Academic Misconduct Disciplinary Policy will be followed in the event of academic misconduct.
Course Outline

I. Introduction

II. Bases of Contract Liability
   A. Consideration
   B. Promissory Estoppel
   C. Moral Obligation

III. Agreement
   A. Mutual Assent
      1. Implied-in-Fact Agreements
      2. Offer
      3. Acceptance
      4. Termination
      5. Timing
   B. Special Problems in Agreement
      1. Counteroffers
      2. Shrinkwrap
      3. Indefinite Agreements
      4. Precontractual Liability
   C. Unjust Enrichment