

**CONTRACTS  
PROFESSOR NEUSTADTER**

**SYLLABUS  
2008-2009**

**Professor Gary Neustadter**

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**Required reading materials**

1. Neustadter, Contracts 2008 (electronic book). Download this book from [my ClaraNet electronic reserve page for Contracts](#) on ClaraNet, the Law School's electronic reserve system, at no charge. You will find instructions for downloading the book on the same electronic reserve page.

2. Douglas Baird (editor), Contracts Stories (Foundation 2007).

3. Burton and Eisenberg, Contract Law: Selected Source Materials (2008 Ed. Thomson/West). I recommend that you defer making a purchase decision until after initial class meeting, because the electronic book may suffice instead. \_

**Supplementary reading materials**

Farnsworth, Contracts (4th Ed. Aspen Law and Business) (paperback). This book is a treatise on contract law, sometimes referred to as a "[hornbook](#)." I recommend that you defer making a purchase decision until after initial class meeting, especially because there are copies of this book in the library and library use may be sufficient for your purposes.

**Assignments and other Announcements**

In advance of each class, I will post reading assignments for the ensuing class on my ClaraNet page for the course. Typically, the assignments will follow the sequence in the Table of Contents of Neustadter, Contracts 2008. I anticipate that we will cover most of the material in items 1-3 of the Table of Contents during the fall semester and most of the remaining material during the spring semester. I list additional required reading, from Contracts Stories and other sources, at the end of this Syllabus.

I will also post other announcements, contract drafting assignments, and news or supplementary materials on my ClaraNet page for the course.

Occasionally I will use a class e-mail distribution list to make announcements. The list will use your Santa Clara University Groupwise e-mail address.

## **Course Requirements**

### **1. Class Attendance and Participation**

From each student I expect regular class attendance, consistent preparation of assignments in anticipation of class discussion, and participation in class discussion. If you are not prepared for class discussion because of illness or for other appropriate reasons, please alert me prior to the start of class.

### **2. Contract drafting**

As a condition to receiving credit for the course, you must complete two contract drafting assignments undertaken in small groups during the spring semester. I will announce details in class and post the drafting assignments on my ClaraNet page for the course.

### **3. Examinations and Grading**

There will be a midterm examination in December and a final examination at the end of the spring semester. The Law School Records Office posts dates, times, and locations for these exams. Your midterm examination grade will count approximately 33% toward calculation of your final course grade and your final examination grade will count approximately 66% toward calculation of your final course grade. I reserve the option of adjusting your final course grade downward for excessive absenteeism or frequent lack of preparation. Grading in the course is subject to the [Law School's mandatory grade curve for first year courses](#).

You may hand write your examinations or take them on a laptop computer in accordance with the [Law School's examination rules and procedures](#). Each examination will be "limited open book." This means that during the examination you may consult your (annotated) copy of Neustadter, Contracts 2008 (both in electronic form and hard copy), your copy of Contracts Stories, and your copy of Burton and Eisenberg's Contract Law: Selected Source Materials. You may also consult any notes, outlines, or other work product that you have produced either alone or in cooperation with other students in the class, except that you may not consult prior or practice examination questions, model answers to prior or practice examination questions, or your answers to prior or practice examination questions. You may not consult any other materials.

Practice in writing answers to law school examination questions is useful to many students. You will find prior examination questions in the my electronic book. I will e-mail you model answers to those questions, if available, if you first e-mail your answer to me. Consult me in advance for recommended questions.

## **Classroom etiquette**

The classroom environment must be conducive to learning for all students. Distractions made possible by advances in technology undermine that goal. Accordingly, during class, in addition to usual courtesies, kindly

- Disable and refrain from using any electronic device other than your laptop computer
- Refrain from connecting to the Internet or any other network except in for purposes directly related to contemporaneous classroom discussion
- Refrain from displaying wallpaper, screen savers, or other material on your laptop computer that you can reasonably expect to be either distracting or offensive to other students

## **Office hours**

My formal office hours are MW 3:00 - 5:00 p.m. You are also welcome to stop in at other times without appointment. I am usually on campus a substantial portion of each weekday except for late Tuesday and Thursday afternoons. You may also schedule an appointment by phone or through e-mail.

## **Website**

On my website you will find prior exams (many of which are also in the electronic book), a link to my electronic reserve page for Contracts, and links to selected websites relating to law, legal education, and other sites of use to law students and lawyers. I especially encourage you to surf those selected links to become acquainted with some of the important law related resources available on the Web.

## **Additional required reading**

In each of these readings, you may skip the footnotes.

1. Reading related to the topics of consideration and promissory estoppel
  - In connection with *Hamer v. Sidway*, read D. Baird, *Reconstructing Contracts: Hamer v. Sidway*, in *Contracts Stories*, at pp. 160-85.
  - In connection with *Kirksey v. Kirksey*, read W. Casto & V. Ricks, "*Dear Sister Antillico . . .*": *The Story of Kirksey v. Kirksey*, 94 *Geo. L. J.* 321-383 (2006). You may skip the appendices. You may view and download the article from my ClaraNet page for the course.

2. Reading related to the topic of mutual assent

- In connection with *Donovan v. RRL Corporation*, read J. Feinman and S. Brill, Is an Advertisement an Offer? Why It Is, and Why It Matters, 58 Hastings L.J. 61 (2006). You may view and download the article from my ClaraNet page for the course.
- In connection with *ProCD v. Zeidenberg*, read the contract formation portion of R. Epstein, *ProCD v. Zeidenberg: Do Doctrine and Function Mix?* in Contracts Stories, at pp. 94-113.

3. Reading related to the topic of altering contractual relationships

- In connection with Commentary.Pre-Existing Duty and *Watkins v. Carrig*, read D. Threedy, *A Fish Story: Alaska Packers' Association v. Domenico*, in Contracts Stories, at pp. 335-62.

4. Reading related to topic of damages for breach of contract

- In connection with *Hadley v. Baxendale*, read R. Danzig, *Hadley v. Baxendale: A Study in the Industrialization of the Law*, in Contracts Stories, at pp. 1-28.
- In connection with *Rockingham County v. Luten Bridge, Co.*, read B. Richman, *The King of Rockingham County and the Original Bridge to Nowhere*, in Contracts Stories, at pp. 304-34.