

Contracts I

San Joaquin College of Law

3 Units

Fall Term 2026

Wednesdays 6:30 - 9:30 p.m.

Lawrence M. Artenian, Instructor

COURSE DESCRIPTION

Survey of the American Law of Contracts (Part I) consisting of (1) common law rules and principles as reflected in the American Law Institute's First and Second Restatements of Contracts and underlying case law; and (2) provisions of Articles 1 and 2 of the Uniform Commercial Code applicable to contracts for the sale of goods.

STUDENT LEARNING OUTCOMES

This course will cover and assess the following Student Learning Outcomes:

Student Learning Outcome 1: Comprehend the structures and processes of the U.S. legal system and foundational substantive law.

Successful students will demonstrate the ability to:

1. Evaluate rules, policies and principles set forth in court opinions and identify the controlling rule(s) of law in each case.
2. Evaluate rules, policies and principles set forth in statutory authority.
3. Identify the specific legal issues that must be addressed to resolve contract law disputes in various factual settings.
4. Apply the rules of law found in case authority to the legal issues raised in various factual settings, reach conclusions as to the likely resolution of those issues, and explain any relevant rationale or policy supporting those conclusions.
5. Apply the rules of law found in statutory authority to the legal issues raised in various factual settings, reach conclusions as to the likely resolution of those issues, and explain any relevant rationale or policy supporting those conclusions.

GRADING

Grades will be based on a single three-hour essay examination at the end of the semester.

REQUIRED MATERIALS

Dawson, Harvey, Henderson & Baird, *Contracts, Cases and Comment*. Twelfth Edition, Foundation Press.

Burton & Eisenberg, *Contract Law, Selected Source Materials Annotated*, 2026 Edition, West Academic Publishing.

Various materials prepared by instructor, to be distributed during the course of the semester.

COURSE SCHEDULE

Reading: Page numbers refer to Dawson, Harvey text. UCC and Restatement sections are found in *Selected Source Materials*. From time to time you also will receive handouts I have written, or additional cases, to be read in conjunction with the text.

Date	Reading in Text	Topic and Other Assigned Reading	SLO
8/19/26	21-22; 163-174; 180-183	Introduction; Economic and social justification for enforcement of promises; Read Handout, "The Basis for Legal Enforcement of Promises; of Promises." Read only the first four paragraphs on pages 21-22 of text, beginning with "Comment: Cost or Value in General Contract Law]" In <i>Selected Source Materials</i> read: Page 2, "Introductory Note "Uniform Commercial Code," and page 130 Introductory Note "Restatement (Second) of Contracts," and UCC sections: 1-101, 1-102, 1-103; 1-106; 1-201 (b) subparts (3), (12), (20), (26), (27), (37), (43); 1-205; 1-302; 1-303; 1-304; 2-101; 2-103 (1) (a) through (d); 2-104 (1) and (3); 2-105; 2-106 (2); 2-107; 2-203.	1
8/26/26		Basic UCC definitions: goods, goods to be severed from real property, merchants, application of UCC to mixed contracts. Read <i>Bonebrake v. Cox</i> (handout); Read Contract Remedies Handout: Pages 1-4 and page 5 up to the end of the section on UCC section 2-706 (Resale); "Incidental Damages" on page 7, "Basic Fact Patterns" on pages 8-9, "Punitive Damages" and " <i>Pain and Suffering</i> " on pages 14-15.	1
9/2/26		Bargain Theory of Consideration (from previously assigned cases): consideration defined; the bargain principle and market forces; Introduction to contract remedies: Principles of compensation; expectancy and reliance interests; expectancy formulas in the UCC; market value, cover and resale; incidental damages.	1

9/9/26	183-193; 420-428	Consideration problems: Duress and “improper threats;” adequacy and sufficiency; read <i>Selmer v. Blakeslee Midwest Co.</i> (handout); <i>Mitchell v. C.C. Sanitation</i> (handout), and Restatement (2d) §§ 174-175.	1
9/16/26	207-227; 230-234; 193-206	Enforcement of promises based on reliance theory; past consideration and moral obligation (text and handout); damages in promissory estoppel cases.	1
9/23/26	312-320; 326-333	Precontractual obligation: Options under common law rules; <i>Seyferth v. Groves & Sand River RR Co.</i> (handout); Restatement (2d) §25; firm offers under UCC 2-205; options based on promissory estoppel.	1
9/30/26	428-433	Pre-existing duty rule (aka “legal duty” rule); modifications under common law ("C/L") and UCC; exceptions to C/L consideration requirement for modifications; good faith and extorted modifications; accord and satisfaction. Read <i>Austin Instrument, Inc. v. Loral Corp.</i> (handout); UCC §2-209; <i>Levine v. Blumenthal</i> (handout, also mentioned in the text on p. 433); <i>McDevitt v. Stokes</i> (in the same handout with <i>Levine</i>); <i>Foakes v. Beer</i> (handout, also mentioned in text on page 432); and <i>State Dep’t. of Fisheries v. J-Z Sales Corp.</i> (handout).	1
10/7/26	176-180; 349-366; 464-469; 269-271	Illusory promises and “mutuality;” exclusive dealing contracts; requirements and output contracts; UCC-2-306; dealership agreements and arbitrary termination provisions; “at-will” employment contracts; certainty/indefiniteness of terms distinguished from illusory promises. Read <i>McDonald v. Mobil Coal Producing, Inc.</i> and <i>Kari v. General Motors Corp.</i> (handouts).	1
10/14/26	345-286	Mutual Assent: Offer and acceptance; the objective standard; Restatement (2d) §§ 24, 33; UCC 2-204, 2-208, and “gap fillers;” unilateral and bilateral contract offers; automatic option in unilateral contract cases in Rest. (2d) §45 compared to option based on reliance in §87 (2);	1

		published ads and reward notices as contract offers. Read handout, "Options in Unilateral Contracts." Read <i>Dickinson v. Dodds</i> (handout, also discussed in text on page 283).	
10/21/26	290-292 (Note: The "Deviant Acceptance at Common Law")	Mutual assent (continued); termination-of-offer rules for common law options; ambiguity between unilateral and bilateral offers; Restatement (2d) §§ 32 and 62; UCC 2-206. Read <i>Humble Oil & Refining Co. v. Westside Investment Corp.</i> (handout, also discussed briefly in text on page 292); <i>Davis v. Jacoby</i> (handout). Read handout, "The Ambiguous Offer and UCC §2-206.)	1
10/28/26	297-289 ("Note: Conduct as Assent"); 300-312	Acceptance: By silence or inaction; by exercise of dominion; Restatement (2d) § 69; unsolicited merchandise and services; implied contracts; implied and conditional acceptance.	1
11/4/26	292-299	"Battle of the Forms:" UCC 2-207 compared to C/L "mirror image" rule. Read <i>C. Itoh & Co. (America) v. Jordan International, Co.</i> (handout).	1
11/11/24	TBD	Statute of Frauds	1
11/18/24	TBD	TBA, Review	1

If the UCC or a Restatement rule is mentioned but not printed in full in the text, you should look it up in *Selected Source Materials* and read it. You also should read carefully the notes and Official Comments that follow each code section.

PLEASE NOTE: The reading assignments above are in the correct chronological order, but the dates are only approximate. **In each class session, we will continue wherever we left off in the previous class.**

Counseling Support Services

SimpleTherapy is a confidential resource for students and their immediate household members provided at no cost by San Joaquin College of Law. The program is designed to help students address a variety of concerns, such as anxiety, stress, substance abuse and adjustment issues that may impact academic performance and cause personal distress.

Simple EAP gives you access to a variety of clinical and non-clinical resources, including confidential access to a licensed therapist 24/7 for short-term counseling, and up to three sessions per situation every six months. Contact Simple resources by phone at 1-888-425-4800, through the App, eConnect Mobile, or at <https://www.simpleeap.com/> with the user name: sjclstudents. For questions, please contact Dean Tennerelli ltennerelli@sjcl.edu or Beth Pitcock at bpitcock@sjcl.edu.