

Cross-References From CD Cuts to Sum & Substance: Quick Review of Contracts, 9th ed.

<u>CD #</u> <u>Track #</u>	<u>Lecture</u> <u>Layout</u>	<u>Title</u>	<u>Cross-Reference to</u> <u>§§ in Quick Review</u> <u>of Contracts, 9th ed.</u>
CD #1			
Track 1	Part 2 =====	<i>Introduction to CD Set</i> =====	=====
	Part 2	<i>Contract Law: The Basics</i>	
Track 2	2-1	Sources of Contract Law	§§ 1-1 to 1-8
Track 3	2-2	Definition of a Contract	§§ 1-9 to 1-12
Track 4	2-3	Introduction to the Elements of a Contract	§1-13
Track 5	2-4	Types of Contracts	§§ 1-14 to 1-20
Track 6	2-5	When Does the UCC Apply?	§§ 33-1 to 33-14
Track 7	2-6 =====	When Does the CISG Apply? =====	§ 33-15 =====
	Part 3	<i>Offer & Acceptance</i>	
Track 8	3-1	Offers & Acceptance: Definitions; Objective Theory of Contract; Offeror as the Master of the Offer	§§ 3-1; 3-8; 3-33; 4-3 to 4-5
Track 9	3-2	Types of Offers: Unilateral; Bilateral; Ambiguous/Indifferent, including a discussion of <i>Hamer v. Sidway</i> ; General/Reward; and Cross-Offers	§§ 3-26 to 3-29; 3-32; 4-92 to 4-95
Track 10	3-3	Offers as Distinguished from Other types of Situations: Statements of Future Intention; Price Quotations; Preliminary Negotiations/Invitations to Make Offers; Advertisements; Displays; Catalogues; Offers Made in Jest; and Opinions and Guarantees.	§§ 3-8 to 3-25

CD #2			
Track 1	3-4	The Effect of the “Normal” Offer: Creating a revocable “Power” of acceptance, and how that power can be lost: Rejection; Counter-offer; Lapse of Time; Revocation; Death or Incapacity of the Offeror; Death or Incapacity of the Offeree; Non-occurrence of an Implied Condition (death or destruction of the subject matter, or supervening illegality); Non-occurrence of an Express Condition.	§§ 3-2; 4-27 to 4-71
Track 2	3-5	When the offeree gets a “Right” instead of a “Power” to accept: “Irrevocable” Offers; Option Contracts; Merchant’s Firm Offer under UCC; and Events which Terminate even “Irrevocable” Offers.	§§ 3-3 to 3-5; 4-72 to 4-78; 4-87 to 4-91
Track 3	3-6	“Irrevocable” offers, cont.; Special Problems in Accepting Unilateral offers and in Accepting Offers which foreseeably induce Substantial Reliance (including <i>Drennan v. Star Paving</i>)	§§ 3-6 to 3-7; 4-80 to 4-86; 4-94 to 4-96; 4-109 to 4-110
Track 4	3-7	Special Problems in accepting Ambiguous offers; and in accepting General or Reward offers (including <i>Carlill v. Carbolic Smoke Ball</i>).	§§ 4-12 to 4-26; 4-94 to 4-106; 4-110 to 4-111
Track 5	3-8	Acceptance by Silence and Inaction.	§ 4-112 to 4-117
Track 6	3-9	The “Mailbox” Rule.	§§ 4-118 to 4-131
CD #3			
Track 1	3-9	The “Mailbox” Rule., continued	§§ 4-118 to 4-131
Track 2	3-10	Special Offer and Acceptance Problems under the UCC, other than § 2-207 (but including the “Unilateral Contract Trick”).	§§ 4-94; 4-97; 4-106 to 108; 4-111
Track 3	3-11	Offer and Acceptance under the CISG.	§§ 3-38; 5-34
Track 4	3-12	Exam Approach to Offer and Acceptance.	§§ 3-39; 4-131
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	Part 4	UCC § 2-207	
Track 5	4-1	Overview of § 2-207; The Mirror Image and Last Shot Rules.	§§ 5-1 to 5-4
Track 6	4-2	The 3-step basic analysis under UCC § 2-207.	§§ 5-5 to 5-7

Track 7	4-3	The First Step of § 2-207 Analysis: Is there a Contract based on the Exchange of Forms Under § 2-207(1)?	§§ 5-8 to 5-13
Track 8	4-4	The Second Step of § 2-207 Analysis: If there a Contract based on the Exchange of Forms Under § 2-207(1), go to § 2-207(2) to Determine the Terms of the Contract, including a discussion of <i>Roto-Lith Ltd. v. FP Bartlett, Inc.</i> and <i>Dorton v. Collins & Aikman, Corp.</i>	§§ 5-14 to 5-20; 5-22
Track 9	4-5	The Third Step of § 2-207 Analysis: If there is NOT a Contract based on the Exchange of Forms Under § 2-207(1), go to § 2-207(3) to See if there is a Contract by Conduct, and, if so, use the “Knock-out” Rule to Determine the Terms of the Contract.	§§ 5-23 to 5-24
Track 10	4-6	The Curious Treatment of “Different” and “Additional” Terms in § 2-207(1) and (2).	§ 5-21
Track 11	4-7	The “Confirmation” under § 2-207(1)	§ 5-27
Track 12	4-8	Battle of the Forms Under the CISG	§ 5-37
Track 13	4-9	Exam Approach to §2-207 Problems	§ 5-29
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CD #4	Part 5	<i>Consideration, Promissory Estoppel, and Modifications under UCC § 2-209</i>	
Track 1	5-1	Introduction to the Consideration Doctrine; Definition of Consideration; Types of Consideration; and a discussion of <i>Hamer v. Sidway</i>	§§ 7-1 to 7-21
Track 2	5-2	The “Peppercorn” Theory of Consideration; and Consideration Involving Third Parties.	§§ 7-21 to 7-22; 7-42 to 7-46
Track 3	5-3	“Gratuitous or “Gift” Promises “Sham” Consideration; and “Purported” Consideration, including a discussion of <i>Kirksey v. Kirksey</i>	§§ 7-22 to 7-29; 7-90 to 7-91
Track 4	5-4	Good Faith; Illusory Promises, including Personal Satisfaction Clauses, Contracts with Termination-at-Will Clauses; Conditional Contracts where the Condition is in One Party’s Control; Exclusive Dealing, Output and Requirements Contracts, including a discussion of <i>Wood v Lucy, Lady Duff Gordon</i>	§§ 7-47 to 7-70
Track 5	5-5	“Past” or “Moral” Consideration, including the Revival of Contracts Barred by the Statute of Limitations or Discharged by Bankruptcy; and discussions of <i>Webb v. McGowan</i> and <i>Mills v.</i>	§§ 7-30 to 7-40

		<i>Wyman</i>	
Track 6	5-6	The “Pre-Existing Duty” Rule, including a discussion of <i>Foakes v. Beer</i> ; Settlements with Incorrect Information; Modifications under Common Law.	§§ 7-72 to 7-89
CD #5			
Track 1	5-7	Modifications under UCC § 2-209, including a discussion of <i>Wisconsin Knife Works v. National Metal Crafters</i>	§§ 9-1 to 9-29
Track 2	5-8	The so-called “Consideration Substitute”: Promissory Estoppel.	§§ 8-1 to 8-18
Track 3	5-9	Exam Approach to Consideration and Promissory Estoppel Issues.	§§ 7-94; 8-20; 9-30
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	Part 6	<i>Defenses to Contract Formation</i>	
Track 4	6-1	Introduction to the Concept of Defenses to Contract Formation	Introduction to Part IV
		Capacity	
Track 5	6-2	The Two Types of Capacity and Ratification & Restitution Issues Common to Both	§ 11-1
Track 6	6-3	Contracts with Those Under 18-years old	§§ 11-2 to 11-8
Track 7	6-4	Contracts Involving those with Suffering Mental Infirmities, including being Temporarily Under the Influence of Alcohol or Drugs	§§ 11-9 to 11-27
Track 8	6-5	Exam Approaches to Incapacity Issues	§ 11-28
		Mistake	
Track 9	6-6	The Definition of Mistake and Introduction to the Two Types of Mistake	§§ 12-1 to 12-5
Track 10	6-7	Mutual Mistake: Definition, Elements and Effect, including discussions of <i>Sherwood v. Walker</i> and <i>Wood v. Boynton</i>	§§ 12-7 to 12-20
Track 11	6-8	Unilateral Mistake: Definition, Elements and Effect	§§ 12-21 to 12-28
Track 12	6-9	Exam Approaches to Mistake	§ 12-34

CD #6		Misunderstanding	
Track 1	6-10	The Misunderstanding Doctrine Defined, Explained, and Differentiated from Other Like Doctrines; Exam Approach to Misunderstanding; and a discussion of <i>Raffles v. Wichelhaus</i>	§§ 12-28 to 12-33
		Duress	
Track 2	6-11	Introduction to Duress Issues; The Two Types of Actionable Duress and a Discussion of “Economic Duress.”	§ 13-1
Track 3	6-12	Duress by Physical Compulsion: Definition, Elements and Effect.	§ 13-2
Track 4	6-13	Duress by Improper Threat: Definition, Elements and Effect.	§§ 13-3 to 13-15
Track 5	6-14	Exam Approach to Duress Issues.	§ 13-16
		Undue Influence	
Track 6	6-15	Undue Influence, Defined and Explained; and Differentiated from Like Doctrines; Discussion of <i>Methodist Mission Home v. N.A.B.</i> ; and Exam Approaches to Undue Influence.	§§ 14-1 to 14-5
		Misrepresentation	
Track 7	6-16	Introduction to Misrepresentation Issues; Types of Misrepresentation; and the Differences between the Effect of Misrepresentation in Tort vs. Contract	§§ 15-1 to 15-3
Track 8	6-17	Fraud in the factum: Definition, Elements and Effect	§§ 15-4 to 15-5
Track 9	6-18	Fraud or Deceit (Misrepresentation) in the Inducement: Definition, Elements and Effect	§§ 15-6 to 15-14; 15-23 to 15-32
Track 10	6-19	When Silence can be an Actionable Misrepresentation	§§ 15-15 to 15-21
Track 11	6-20	Exam Approach to Misrepresentation Issues	§ 15-35
		Unconscionability	
Track 12	6-21	Introduction to Unconscionability Issues and Unconscionability under the Early American Common Law, including a discussion	§§ 16-1 to 16-4

CD #7		of <i>Campbell Soup v. Wentz</i> ; Modern Common Law as per the Restatement and the UCC; Effect of Finding Unconscionability	
Track 1	6-22	Elements and Structure of Unconscionability Analysis, including a discussion of <i>Williams v. Walker-Thomas Furniture Co.</i> and <i>A&M Produce v. FMC Corp.</i> ; and Adhesion Contracts	§§ 16-5 to 16-13
Track 2	6-23	Exam Approach to Unconscionability Issues	§ 16-15
		“Illegality” or Contracts Against Public Policy	
Track 3	6-24	“Illegality” Defined and Types of Contracts Subject to the Illegality Doctrine	§§ 17-1 to 17-16
Track 4	6-25	Some Special Rules Regarding Illegality, Including when the Contract is Executory, Partially Performed, or Fully Performed, and the <i>Locus Poenitentiae</i> Doctrines	§§ 17-17 to 17-26
Track 5	6-26	Exam Approach to Illegality Issues	§ 17-27
		Statute of Frauds	
Track 6	6-27	Introduction to Statute of Frauds Issues; History and Purposes of Statute of Frauds and its Effects; the Vocabulary of the Statute; and a Mnemonic to Remember the types of Contracts that are Subject to the Statute and the Statute of Frauds under the CISG	§§ 10-1 to 10-5; 10-61 to 10-65
Track 7	6-28	The “Memorandum” that Satisfies the Statute	§ 10-10
Track 8	6-29	Contracts for the Transfer of an Interest in Land	§§ 10-6 to 10-12
Track 9	6-30	Contracts which, by Their Terms, Cannot be Fully Performed Within a Year of its Making	§§10-14 to 10-23
Track 10	6-31	Contracts Made in Consideration of Marriage	§§ 10-24 to 10-25
Track 11	6-32	Contracts Where One Person Acts as a Surety or Guarantor	§§ 10-26 to 10-31
Track 12	6-33	Contracts for the Sale of Goods for \$500 or More: UCC § 2-201, and a discussion of <i>Southwest Engineering Co. v. Martin Tractor Co.</i> and <i>Allied Grape Gowers v. Bronco Wine Co.</i>	§§ 10-35 to 10-51; 10-56
CD #8			

Track 1	6-34	Modifications and the Statute of Frauds	§ 10-60
Track 2	6-35	Reliance, Estoppel and the Statute of Frauds, both under the Common Law and the UCC, including a further discussion of <i>Allied Grape Growers v. Bronco Wine Co.</i>	§§ 10-56; 10-59
Track 3	6-36	Exam Approaches to Statute of Frauds Issues	§ 10-66
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	Part 7		
		<i>The Parol Evidence Rule and Interpretation</i>	
Track 4	7-1	Introduction to Parol Evidence Rule and Interpretation	Introduction to Part V
		The Parol Evidence Rule	
Track 5	7-2	The Parol Evidence Rule under Common Law, the UCC and the CISG: Defined, Policies, and Effect; How to Analyze a Parol Evidence Rule Problem, including a Discussion of <i>Mitchell v. Lath</i>	§§ 18-1 to 18-18; 18-32; 20-1
Track 6	7-3	A Discussion of “Merger” or “Integration” Clauses	§§ 18-5 to 18-18; 20-3 to 20-8
Track 7	7-4	Situations in Which the Parol Evidence Rule Does <i>Not</i> Operate to Keep Out Parol Terms	§§ 18-19 to 18-28; 20-12 to 20-19
Track 8	7-5	Exam Approaches to Parol Evidence Rule Issues	§§ 18-33; 20-21
		Interpretation	
Track 9	7-6	Introduction to, and Discussion of the Importance of, Interpretation	§ 19-1
Track 10	7-7	The Rules of Construction	§§ 19-2 to 19-8
Track 11	7-8	The Rules of Interpretation, including a Discussion of Usage of Trade, Course of Performance, and Course of Dealing, including a Discussion of <i>Nanakuli Paving & Rock Co. v. Shell Oil Co.</i>	§§ 6-26; 19-9 to 19-16
CD #9			
Track 1	7-9	Extrinsic Evidence Used to Explain Contractual Terms; and a	§§ 19-9 to 19-14; 19-17 to 19-20

Track 2	7-10	Discussion of: the Williston “Plain Meaning” Rule; the Corbin “Reasonably Susceptible” Rule; <i>Pacific Gas & Electric Co. v Thomas Drayage</i> ; and <i>Trident Center v. Connecticut General</i>	§ 19-22
	=====	Exam Approach to Interpretation Issues	=====
	Part 8	Indefiniteness, Performance, Conditions and Breach	§ 6-1; Introduction to Part VI
Track 3	8-1	Indefiniteness, Performance, Discharge, Conditions and Breach, Generally	§§ 6-1 to 6-11
Track 4	8-2	Common Law Definition of Indefiniteness; Types of Indefiniteness; Rationale for the Indefiniteness Doctrine; <i>Varney v Ditmars</i>	§§ 6-12 to 6-24
Track 5	8-3	Modern Approaches to Indefiniteness: UCC and the Gap-Fillers; Restatement § 204; and Modern Approaches to “Agreements to Agree”	§§ 6-24 to 6-25
Track 6	8-4	Other “Cures” for Indefiniteness: Part Performance; Usage of Trade; Course of Dealing; and Course of Performance; and Indefiniteness under the CISG	§§ 6-26 to 6-27
Track 7	8-5	Exam Approach to Indefiniteness	§ 6-28
Track 8	8-6	Express Conditions, including definitions of Condition Precedent and Condition Subsequent; Effect of Conditions and the “Strict Construction” Rule	§§ 21-2 to 21-36
Track 9	8-7	Recurring Cases Involving Express Conditions: Conditions of Satisfaction, and “Pay-if-Paid” Clauses	§§ 21-37 to 21-42
Track 10	8-8	Constructive Conditions: Effect; Necessary to Make Contract Work; Tender; Order of Performance	§§ 21-43 to 21-54
CD #10			
Track 1	8-9	Constructive Conditions and Breach: Material, Immaterial, and Total Breach Defined and Explained; “Time is of the Essence” Clauses; “Acceleration” clauses; the “First” Material Breach Doctrine; the “Substantial Performance” Doctrine; and	§§ 21-55 to 21-71; 21-81 to 21-91

Track 2	8-10	Explanation of <i>Jacobs & Young v. Kent</i> Doctrines that Transform Material Breaches into Immaterial Ones: Cure; Divisibility; and Waiver	§§ 21-72 to 21-80
Track 3	8-11	Excuse of Conditions: Waiver and Election; Noncooperation, Prevention, or Hindrance by the Party Benefitted by the Condition; and Disproportionate Forfeiture	§§ 21-92 to 109
Track 4	8-12	Prospective Nonperformance or Anticipatory Repudiation; Explanation of <i>Hochster v. De La Tour</i> ; Request for Reasonable Assurances under UCC § 2-609	§§ 23-1 to 23-33
CD #11			
Track 1	8-13	Discharge of Duties by Subsequent Agreement: Substituted Performance; Substituted Contracts; Novations; Accords; Rescission; Renunciation; and Releases	§§ 24-1 to 24-26
Track 2	8-14	Discharge of Duties by Impossibility, Impracticability, and Frustration of Purpose	§§ 25-1 to 25-65
Track 3	8-15	Exam Approaches to Conditions, Performance, Duties and Breach	§§ 21-111 to 112; 23-34; 24-27; 25-66
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	Part 9		
		Remedies	
Track 4	9-1	Introduction to Contracts Remedies	Introduction to Part VIII
Track 5	9-2	Equitable Remedies, Including Specific Performance, Injunctions, and Reformation; Explanation of <i>Sedmak v. Charlie's Chevrolet</i> ; <i>Laclede Gas Co. v. Amoco Oil</i> ; and <i>Lumley v. Wagner</i>	§§ 29-1 to 29-40; 32-3 to 32-7
Track 6	9-3	Money Damages: Expectation Damage Recovery in Common Law Contracts	§§ 30-3 to 30-39; 32-8 to 32-10
CD #12			
Track 1	9-4	Limitations on Expectation Damage Recovery: Certainty, Foreseeability, and Avoidability; Explanation of <i>Hadley v. Baxendale</i> ; <i>Rockingham County v. Luten Bridge</i> ; and <i>Parker v. Twentieth Century-Fox Films</i>	§§ 30-48 to 30-65
Track 2	9-5	Buyer's Money Damages under the UCC: Cover, Market	§§ 30-41 to 30-43; 32-11 to 32-33

		Differential, and Breach of Warranty Damages	
Track 3	9-6	Seller's Damages under the UCC: Seller's Cover, Market Differential Damages, Lost Volume Sellers, and Action for Price	§§ 30-44 to 30-46; 32-24 to 32-48
Track 4	9-7	Reliance Damages	§§ 30-6; 30-25; 30-65 to 30-74
Track 5	9-8	Miscellaneous Other Important Damages: Nominal Damages; Emotional Distress Damages; Liquidated Damages and Alternative Performance Clauses; Punitive Damages; Interest; and Reduction to Present Value	§§ 30-75 to 30-90
CD #13			
Track 1	9-9	Restitution	§§ 31-1 to 31-34
Track 2	9-10	Seller's Non-Monetary Remedies under the UCC: Inspection; the Perfect Tender Rule; Acceptance of Goods; Rejection; Revocation of Acceptance; and a Reprise of Cure	§§ 22-7 to 22-53
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	Part 10		
		<i>Contracts Involving Third Parties</i>	
Track 3	10-1	Third Party Beneficiary Contracts	§§ 26-1 to 26-52
Track 4	10-2	Assignments	§§ 27-1 to 27-62
CD #14			
Track 1	10-3	Delegations	§§ 28-1 to 28-32
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	Part 11		
		<i>Warranties of Quality Under the UCC</i>	
Track 2	11-1	Express Warranties; <i>Hauter v. Zogarts</i> explained	§§ 35-2 to 35-7
Track 3	11-2	The Implied Warranty of Merchantability; Warranties formed by Course of Performance and Usage of Trade	§§ 35-8 to 35-11
Track 4	11-3		§§ 35-13 to 35-13

Track 5	11-4	<p data-bbox="428 159 1159 191" style="text-align: center;">The Implied Warranty of Fitness for a Particular Purpose</p> <p data-bbox="391 233 1198 338" style="text-align: center;">Miscellaneous Doctrines Applicable to all Warranty Claims, including Notice, Privity, Damages, and Defenses to Breach of Warranty Actions §§ 35-17 to 35-24</p> <p data-bbox="672 417 914 449" style="text-align: center;">End of Lecture</p>	§§ 35-17 to 35-24
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Cases Discussed in the CD Series on Contracts

<u>Name of Case</u>	<u>Cut</u>
<i>A&M Produce v. FMC Corp</i>	6-22
<i>Allied Grape Gowers v. Bronco Wine Co.</i>	6-33; 6-35
<i>Campbell Soup v. Wentz</i>	6-21
<i>Carlill v. Carbolic Smoke Ball Co.</i>	3-7
<i>Dorton v. Collins & Aikman, Corp.</i>	3-6
<i>Drennan v. Star Paving</i>	3-6
<i>Foakes v. Beer</i>	5-6
<i>Hamer v. Sidway</i>	3-2, 5-1
<i>Hadley v. Baxendale</i>	9-4
<i>Hauter v Zogarts</i>	10-1
<i>Jacobs & Young v. Kent</i>	8-9
<i>Kirksey v. Kirksey</i>	5-3
<i>Laclede Gas Co. v. Amoco Oil</i>	9-2
<i>Lumley v. Wagner</i>	9-2
<i>Methodist Mission Home v. N.A.B.</i>	6-15
<i>Mitchell v. Lath</i>	7-2
<i>Mills v. Wyman</i>	5-5
<i>Nanakuli Paving & Rock Co. v. Shell Oil Co.</i>	7-8
<i>Pacific Gas & Electric Co. v Thomas Drayage</i>	7-9
<i>Parker v. Twentieth Century-Fox Films</i>	9-4
<i>Raffles v Wichelhaus</i>	6-10
<i>Rockingham County v. Luten Bridge</i>	9-4

<i>Roto-Lith, Ltd. v. FP Bartlett & Co.</i>	4-3
<i>Sedmak v. Charlie's Chevrolet</i>	9-2
<i>Sherwood v. Walker</i>	6-7
<i>Southwest Engineering Co. v. Martin Tractor Co,</i>	6-33
<i>Trident Center v. Connecticut General</i>	7-9
<i>Varney v Ditmars</i>	8-3
<i>Webb v. McGowan</i>	5-5
<i>Williams v. Walker-Thomas Furniture Co.</i>	6-22
<i>Wisconsin Knife Works v. National Metal Crafters</i>	5-7
<i>Wood v. Boynton</i>	6-7
<i>Wood v Lucy, Lady Duff Gordon</i>	5-4