

American International School of Law

16491 Scientific Way, Irvine, California 92618

Telephone: (888) 875-5175 • Website: www.aisol.org • Email Address: admin@aisol.org

Contracts

Course Syllabus

5 Credit Hours • Minimum of 216 Study Hours • 48-52 Weeks

Course Description

Students will study both the Common Law contractual principles relating to contracts for services and the Uniform Commercial Code contractual principles relating to contracts for goods. They will learn the rules governing the formation of contracts such as offer, acceptance, consideration and defenses, i.e., the Statute of Frauds, incapacity, illegality, misrepresentation/fraud, duress, unconscionability, undue influence and mistake. Also, students will study contractual conditions, and the law pertaining to the enforcement of contracts, liability and remedies for breach of contract, and warranty liability for goods under the Uniform Commercial Code. Finally, the students will study third-party rights and obligations, i.e., third-party beneficiaries, assignments and delegations.

Course Delivery Method

There are several delivery methods for course content.

First, students must purchase the books required in the syllabus.

Second, students will use AISOL Dashboard as the technology platform for distance teaching and learning via the Internet. Students use this dynamic Internet-based course management system to access course material, collaborate and communicate online with fellow students and faculty members, and view and listen to live and recorded audio/video lectures from anywhere in the world. Students can access course content on the AISOL Dashboard at any time with use of the Username and Password that will be assigned. At the end of each live course the professor will give specific cases to brief and your reading assignments for the following week.

Third, students will use chat sessions to help understand what they are learning during the week and to ask questions on any material that may cause confusion.

Fourth, students may communicate with the school's administration, faculty, and with other students via email, AISOL Dashboard, box.com, and [fuzemeeting](http://fuzemeeting.com). This allows you to have one-on-one contact as needed to assist you with your studies.

Fifth, you are encouraged to supplement your studies with your own selection of materials. These include flash cards, hornbooks, local law libraries, West Law, CALI (Computer Assisted Legal Instruction), review courses, electronic law libraries, law study websites, etc. Many available resources are listed on our school website.

Methodology and Suggested Study Plan

AISOL approaches studying law in a different and unique way that helps students to succeed. We suggest that students take the following approach when creating their study plan:

1. Reading Gilberts Law Summaries. Should be completed by the end of 3 month.
2. While reading the summaries you must define each of the terms that we have provided and then give an example for each term. This allows a student to understand the principle that they are learning about. Should be completed by the end of 3 month.
3. After reading the Gilberts then start reading your Casebook. You are now familiar with the terms so as you go through each case it will be easier for you to understand the law and principal and how it is applied. Thus making case briefing easy and reinforcing the principles you read and learned about. Should be completed by the end of 6 month.
4. After you have completed the case briefing your next item is to watch the videos that we have provided. This again is a reinforcement principal that we believe will help you understand what you are learning. This should all be completed by the end of the 7 month.
5. After you watch the videos you will move on to the mini fact patterns. These fact patterns are there to help you apply the rule of law to the fact pattern and help with your writing skills. Being able to apply the rule of law with the facts is key as it is essential to being successful on the Bar and FYLSE. Should be completed by the end of 11 month.

At any time we are there to set up chat sessions for you as needed for you. Should you need the chat session every day we are there for you.

Submitting Assignments to AISOL

You must submit all assignments via AISOL Dashboard. Since you must study all courses concurrently, you must turn in each type of assignment (quizzes, definitions, case briefs, midterms, etc.) online as requested by the professor.

Keep a copy of all assignments you submit to the school, including answers to all examinations. The school will not be responsible for missing, lost or misplaced exam answers.

Required Books and Audio Lectures To Be Purchased By Student

Casebook: Calamari's Cases and Problems on Contracts, 5th Edition, by Perillo and Bender

Gilbert Law Summaries on Contracts, 14th, by Melvin A. Eisenberg

Fleming Substantive Law Outline and CD Audio Lectures - Contracts I Substantive Law Outline and Contracts II Substantive Law Outline

<http://www.lawprepare.com/legal-test-aids-law-school-bar-essay-exams-mbe-multiple-choice-tests/outlines-exam-books/substantive-law-outlines-law-school-essay-exam-writing-mbe-tests/>

These books and materials may be available online or locally in your area at a law school bookstore. You may be able to obtain used materials from various online sellers.

Course Requirements

AISOL seeks to offer a program that is flexible enough to allow students to study using the methods that best meet their individual needs, taking into consideration the demands of family, career, and other commitments. Therefore, although there are abundant learning opportunities available, our requirements regarding assignments to be handed into the school are not, by any means, overwhelming. You will note, however, that there is a great deal of study that you must do in order to be equipped to pass the course.

The following requirements must be met:

1. Read the casebook.
2. Read and study Gilberts.
3. Brief the cases.
4. Listen to the recorded lectures after you have read Gilberts an Casebook.
5. Complete and submit the following items online
 - a. Quiz
 - b. Definitions Assignment
 - c. Case Briefs
 - d. Complete the Mini Fact Patterns
 - e. Other Assignments
 - f. Midterm Examination
 - g. Final Examination

More information on each of these requirements is included below.

Cases to Brief

- *Peevyhouse v. Garland Coal & Mining Co.*, 382 P.2d 109 (1962) (Remedial Goals of Contract Damages)
- *Hadley v. Baxendale*, 9 Exch 341, 156 Eng. Rep. 145 (1854). (Limitation on Expectation Damages)
- *Parker v. Twentieth Century Fox Film Corp.*, 3 Cal.3d 176, 474 P.2d 689 (1970). (Limitation on Expectation Damages)
- *Webb v. McGowin*, 27 Ala App. 82, 168 So. 196, 232 Ala. 374 (1936). (Moral Obligation)
- *Wood v. Lucy, Lady Duff-Gordon*, 118 N.E. 214, 222 N.Y. 88, (1917). (Promises Grounded in the Past)
- *Drennan v. Star Paving Co.*, 51 Cal.2d 409, 333 P.2d 757 (1958). (Reliance)
- *Henningsen v. Bloomfield Motors, Inc.*, 32 N.J. 358, 161 A.2d 69 (1960). (Assent to Standardized Forms)
- *Lenawee County Board of Health v. Messerly*, 416 Mich. 17, 331 N.W.2d 203 (1982). (Mistake)
- *Lloyd v. Murphy*, 25 Cal.2d 48, 153 P.2d 47 (1944). (Justification for Non-Performance)
- *Brown Machine, Inc. v. Hercules, Inc.*, 770 S.W.2d 416 (1989). (Qualified Acceptances; U.C.C. 2-207)

Definitions

While you read your Gilberts Law Summary you must define the following terms and give an example of each term. This assignment is due by the 7 month from your start date.

Please define the following terms:

Elements of a Contract	Unconscionable Contract	Termination by Economic or Commercial
Mutual Assent	Condition	Impracticability
Offer	Condition Precedent	Prospective Failure of Condition
Acceptance	Condition Concurrent	Termination by Frustration of Purpose
Consideration	Condition Subsequent	Liquidated damages
Bilateral Contract	Express Conditions	Compensatory Damages
Unilateral Contract	Implied in Fact Conditions	Consequential Damages
<i>Adams v. Lindsell</i>	Constructive Conditions	Nominal Damages
Option	Doctrine of Constructive Conditions	Mitigation of Damages
Firm Offer	Substantial Performance	Punitive or Exemplary Damages
<i>Caldwell v. Cline</i>	Implied Condition of Cooperation	Contract Formation
Revocation	Waiver of Condition	Requirement of a Writing: Statute of Frauds
Revocation Effective Upon receipt by Offeree	Excuse of Conditions	Parole Evidence Rule: Defense to Formation
Unilateral Contract: Revocation of Offer Rule	Assignment	Interpreting the Contract Terms
Rejection	Divisible (or Severable) Contracts	Performance
Rejection Effective when Received	<i>Lawrence v. Fox</i>	Breach of Contract and Remedies
Counteroffer	Delegation and Assumption of Duties	Third Party Beneficiary Contracts
Counteroffer as an Implied Rejection	Creditor Beneficiary	Assignment of Contracts
Illusory Promise	Third Party Beneficiary Contract	Damages at Common Law and under the U.C.C.
Promissory Estoppel	Donee Beneficiary	Impossibility of Performance and Frustration of Purpose
Moral Obligation Rule	Intended Beneficiary	Discharge of Contracts
Legal Detriment	Incidental Beneficiary	Comparison of Common Law and U.C.C.
Failure of Consideration	Distinguishing between Donee and Creditor	Informal Contracts Without Assent or Consideration
Want of Consideration	Beneficiary	Categories of Contracts Covered by the Statute of Frauds
Sufficiency of Consideration	Rights Against the Promisee	Statute of Frauds: Satisfaction by Memorandum
Executed Contract	Guaranty	Statute of Frauds: Effect of Non-Compliance
Executory Contract	Statute of Frauds	Oral Rescission and Modification
Meeting of the Minds	Parole Evidence Rule	Statute of Frauds Remedies
Outward Manifestation Theory	Modification	Scope of Parole Evidence Rule
<i>Merit Music v. Sonneborn</i>	The Collateral Agreement Doctrine	Exceptions to the Parole Evidence Rule
Express Contract	Termination by Accord and Satisfaction	Evidence Rule
Implied in Fact Contract	Termination by Novation	Process of Interpreting Terms
Implied in Law Contract (Quasi Contract)	Termination by Release	Deciding Omitted Terms
<i>Quantum Meruit</i>	Merger	Nature of Conditions
<i>Quantum Valebant</i>	Termination by Mutual Rescission	
Requirement Contract	Breach of Contract	
Output Contracts	Termination by Impossibility of Performance	
Option Contract	Anticipatory Breach	
Void Contract	Material vis-a-vis Minor Breach	
Voidable Contract		
Power of Disaffirmance		
Exculpatory Clause		
Contract of Adhesion		

Express and Constructive Conditions	Rights and Liabilities where Promisor Refuses to Perform	Liquidated Damages
Excuse of Conditions	Terminology and Basic Principles of Assignment	Damages in Sales Contracts
Rights of Defaulting Plaintiff	Assignment of Rights Generally	Substituted Agreement
Substantial Performance	What Can be Assigned	Account Stated
What Constitutes Breach of Contract	Covenants Not to Assign	Release and Covenant Not to Sue
Material vs. Minor Breach	Revocation of Assignments	Defenses Which Will Prevent Formation of a Contract
Determining Materiality of Breach	Defenses of Obligor when Performance is Demanded	Discharge by Impossibility
Doctrine of Divisibility	Delegation of Duties	Discharge by Impracticability
Anticipatory Repudiation	Kinds of Interest	Discharge by Frustration of Purpose
Remedies for Breach of Contract	Expectation Damages	
Requirements for Third Party Beneficiary Contracts	Reliance Damages	
Rights of Intended Beneficiary: Modifiable Unless Vested	Restitution	
	Foreseeability in Damages	
	Avoidable Damages	
	Nominal and Punitive Damages	

Task List

The items in this list are incorporated into your study plan which follows. This list is intended to give you a means of charting your progress and to assist you in your time management.

- Order the required materials listed in Course Materials.
- Determine the date by which you must complete your first year of studies to comply with the State Bar of California requirements.
- Map out a calendar with numbered weeks. Week 1 is the first week beginning with your start date as listed on your enrollment contract. Week 52 ends exactly one year later. Choose a tentative date to take final exams during the four week window from Weeks 48-52.
- Complete the Quizzes that the professor posts.
- Complete the Definitions Assignment and post them in the assignment box.
- Read the your casebook.
- Read and study Gilberts.
- Complete the required case briefs and submit them online.
- Make flash cards of the terms which will help you study for the course and the First Year Law School Exam.
- While commercial flash cards are available, they are not as easily remembered as those you construct yourself.
- Take the Midterm Examination, posted by your professor.
- Locate a proctor for your final examinations.
- Submit your written request to have final examinations sent to your proctor.
- Take the Contracts Final Examination.
- Submit your study log.
- Complete the assignments submitted by your professor.
- Watch the archived lectures.

Study Plan

Since this is an independent Study plan you must create a study plan to fit within the State Bar of California's requirement for admission to take the FYLSE, Bar Exam, or to practice law in California must be completed in 48-52 weeks of study.

We suggest that you break your study plan into 12 modules, each to be completed in one month. During you can determine, when to take complete the task list. Plan accordingly so you have enough time to meet the State Bar requirements. You should work through each module which will consists of four weeks thereby finishing the course work in 48 weeks, thus giving you ample time to take final exams.

The plan is designed around a goal of 20-25 study hours per week for all four or five courses combined, or 80-100 hours per four-week module. The State Bar requires a minimum of 864 hours of study for each year, including all courses taken. It is required that you log or track your study hours online via the AISOL Dashboard; a weekly studies hours log shall be used and record must be kept to ensure that the 864 hours are met.

Please see our "Methodologies and Suggested Study Plan" to help in creating your study plan.