

PROF. MEYERSON
CONTRACTS II
SPRING 2019

First Assignments:

For **each assigned case**, please submit a case brief, following the class template I have given below.

You must place your case briefs for each class assignment in the appropriate drop box on TWEN.

Answers must be submitted by 12:00 midnight on the evening before class. No case brief should exceed one page, and many will be shorter.

Template for Case Briefs for Contracts II

Case Name, Court, Year

Rule[s] of Law : For each major rule of law in a case, please give a short grammatical statement of the legal rule. Since a rule of law can be used in future cases, your statement of a rule will not contain the names of the parties to the case you are reading. A good “rule of law” can be understood by an intelligent ninth grader. I am not impressed by long sentences or big words. You may not simply quote the court, the UCC, or Restatement in giving a rule, as rules must be readily understandable in order to be useful. Note also that many cases have more than one rule.

Reason for rule [if given]

Legally Significant Facts: Describe in simple sentences the “story” of the case, ie what happened to the parties, that is either legally significant (used to decide the case) or bizarrely interesting.

Application of Law to Fact: Why did whoever win win? (To do this, you need to apply the facts to at least one of the rules you describe above)

Dissent (if any): What is the specific disagreement the dissent has with the majority opinion?

SYLLABUS AND QUESTIONS
[Readings are in the Course Packet]

1) Introduction to Damages I

Adams v. Lindblad Travel, Inc., Hadley v Baxendale RS §§ 347 & 350-52

What is the goal of contract damages?

How are damages calculated in *Adams*?

What are “consequential damages” and why didn’t the plaintiff in *Hadley* recover them?

2) Introduction to Damages II

Mader, S. J. Groves & Sons Co., Gruber and Anglia TV

What are the limitations on consequential damages?

What is the policy rationale[s] for each limitation?

In *Gruber and Anglia TV*:

a) What does the “new business rule” as described in *Gruber* have to do with the concept of “reasonable certainty”?

b) In *Gruber and Anglia TV*, what are the different rules on reliance damages for pre-contract expenses? Which is better?