FALL 2016-2017

FIRST WEEK ASSIGNMENTS

1L & 2L FOUNDATION COURSES
LAW 5000- Contracts Section A
Professor Scott F. Norberg

First Week Assignment:


In addition, read the following provisions in the supplement, Selections for Contracts (Foundation Press 2016 Edition): Restatement (Second) of Contracts §§ 1, 2, and 4; Uniform Commercial Code §§ 2-102, 2-105(1), and 1-103(b); and United Nations Convention on Contracts for the International Sale of Goods Articles 1(1), 2, and 3(2).

Restatement (Second) § 1 states that a “contract is a promise or set of promises for the breach of which the law gives a remedy.” In this first and the next class assignment, we take a preliminary look at (1) what sort of promises the law will enforce, and (2) contract remedies and what it means to “enforce” a contract. (We will study remedies in detail in Chapter 7.)

In Hawkins v. McGee, the court held that Dr. McGee made a legally enforceable promise to his patient. In Bayliner Marine Corp. v. Crow, the court held that Bayliner did not make a legally enforceable promise to its customer. What explains the different outcomes in the two cases? That is, what are the differences in the promises that led to the different outcomes?

In reading United States Naval Institute v. Charter Communications, Inc., consider the following questions: How did the court enforce Berkley’s promise? Did it award damages that compensated the promisee (Naval Institute) for its losses resulting the promisor’s (Berkley’s) breach? Or did it award a measure of damages designed to punish the promisor for breaching the contract? [Note that in most contracts, both parties make and receive promises, and therefore both are promisors (makers) and both are promisees (recipients). When we speak of “the promisor” in a case like Naval Institute, the reference is to the party who (allegedly) has breached, i.e., failed to perform his obligations under the contract. In Naval Institute, “the promisor” is Berkley. The “promisee” is the aggrieved party, the non-breaching party. In Naval Institute, “the promisee” is Naval Institute. See Restatement (Second) § 2.]

In answering the question in Note 5 on p. 14, see UCC §§ 2-102 and 2-105(1).

For a PDF of the First-Week Assignments found in the supplement, Selections for Contracts (Foundation Press 2016 Edition), please click here
First Week Assignment:

Please read pp. 1-41 in the Knapp, Crystal, Prince casebook.

LAW 5000- Contracts Section C Evening and Hybrid
Professor Scott F. Norberg

First Week Assignment:


In addition, read the following provisions in the supplement, Selections for Contracts (Foundation Press 2016 Edition): Restatement (Second) of Contracts §§ 1, 2, 4, 344, and 353; Uniform Commercial Code §§ 2-102, 2-105(1), and 1-103(b); and United Nations Convention on Contracts for the International Sale of Goods Articles 1(1), 2, and 3(2).

Restatement (Second) § 1 states that a “contract is a promise or set of promises for the breach of which the law gives a remedy.” In this first assignment, we take a preliminary look at (1) what sort of promises the law will enforce, and (2) contract remedies and what it means to “enforce” a contract. (We will study remedies in detail in Chapter 7.)

In Hawkins v. McGee, the court held that Dr. McGee made a legally enforceable promise to his patient. In Bayliner Marine Corp. v. Crow, the court held that Bayliner did not make a legally enforceable promise to its customer. What explains the different outcomes in the two cases? That is, what are the differences in the promises that led to the different outcomes?

In reading United States Naval Institute v. Charter Communications, Inc., consider the following questions: How did the court enforce Berkley’s promise? Did it award damages that compensated the promisee (Naval Institute) for its losses resulting the promisor’s (Berkley’s) breach? Or did it award a measure of damages designed to punish the promisor for breaching the contract? [Note that in most contracts, both parties make and receive promises, and therefore both are promisors (makers) and both are promisees (recipients). When we speak of “the promisor” in a case like Naval Institute, the reference is to the party who (allegedly) has breached, i.e., failed to perform his obligations under the contract. In Naval Institute, “the promisor” is Berkley. The “promisee” is the aggrieved party, the non-breaching party. In Naval Institute, “the promisee” is Naval Institute. See Restatement (Second) § 2.]

In answering the question in Note 5 on p. 14, see UCC §§ 2-102 and 2-105(1).
What is the usual form of relief for breach of contract? Is it damages (substitutional relief)? Or is it specific performance? (What is an order of “specific performance”?) Is specific performance available when damages are adequate to compensate the promisee? See p. 14.

The court in Sullivan v. O’Conner, discusses three different “interests” that contract remedies may protect when a promisor has breached a contract: the promisee’s (1) expectation interest, (2) reliance interest, or (3) restitution interest. Define each of these interests. What dollar amount of damages would have protected Ms. Sullivan’s restitution interest? Her reliance interest? Her expectation interest? (In answering these last three questions, use the dollar amounts indicated in Note 1 on p. 20.) Which of these three measures did the court say is the appropriate measure of damages in this case? What was the court’s reasoning?

For a PDF of the First-Week Assignments found in the supplement, Selections for Contracts (Foundation Press 2016 Edition), please click here.

LAW 5501- Constitutional Law Section A and Hybrid Section
Professor Thomas E. Baker

First Week Assignment:

For the first class meeting, Tuesday, August 16th:

- *Read and admire* the Constitution of the United States.

- *Read* the Preface in the Rotunda casebook and the Preface in the supplemental reader Storm Center. You should read Storm Center as you would a novel, sooner rather than later, but before the end of September.

- *Prepare* pages 1-41 in the Rotunda casebook.

During the Semester, we will cover Chapters 1-6 & 8. Stay 30-pages-plus-one-principal-case ahead of where we leave off each session. There will be a sign-up sheet for presenting cases in class. Class participation and unannounced quizzes will inform my discretion to adjust your course grade one increment up or down (e.g., B+ up to A- or A down to A-). *See Academic Policies and Regulations § 1004*. Your course grade will consist of a final examination (90%) and a comparative law writing assignment (10%). The final examination is likely to be all or mostly all multiple choice questions.

Register with your Westlaw password on the TWEN site for this course and be on the look out there for course handouts, recommended readings, and helpful links: [http://lawschool.westlaw.com](http://lawschool.westlaw.com). Before the end of the first week of classes: follow the instructions and turn in the Student Questionnaire on the “General Information” page of TWEN.

- Do not come to class if you are unprepared.
• Class will begin at 2:00 p.m. — with a brief intermission at the end of the first hour to allow latecomers to enter — and class will end at approximately 3:50 p.m. Do not come into the classroom if the class session has begun — wait until the intermission. The clock in the classroom is the official time.

• Regular class attendance is expected. (Adhering to the lateness policy in the previous paragraph, however, does not count as an absence.) See Academic Policies and Regulations §§ 501-502. Missing an occasional class is understandable and unremarkable. But if you expect to miss more than the occasional class, send me an email with an explanation.

• Use your laptop only for class-related tasks — this privilege will be suspended if there is significant misuse — and be sure to turn off your cell phone.

• Do not wear a hat during class.

LAW 5501 - Constitutional Law Section B
Professor Elizabeth P. Foley

First Week Assignment:

Class 1:
Read and admire the U.S. Constitution, pp. xxxi-xlvi of the Barnett casebook. Also read carefully pp. 3-35 of the Barnett casebook on the origins of the Constitution.

Class 2:
Read pp. 36-64 of the Barnett casebook on the origin of the Bill of Rights and the Bank of the U.S. controversy

Please note that NO LAPTOPS are allowed in Con Law.

LAW 5700 - Torts Section A
Professor Charles Jalloh

First Week Assignment:

No Assignment
LAW 5700- Torts Sections B, C, and Hybrid  
Professor Ediberto Román

First Week Assignment:

Read chapter 1 in the text and read and brief the first five cases in chapter 2

LAW 5792- Legal Skills & Values I - (All Sections: A, B, C and Hybrid)  
Professors Marci Rosenthal, Ila Klion, Rosario Schrier, Dionne Anthon, Margret Correoso

First Week Assignment:


2. On the Florida Bar’s website (www.floridabar.org), read the following Rules Regulating the Florida Bar (including Comments):
   - Rule 4-1.1: Competence
   - Rule 4-1.3: Diligence
   - Rule 4-8.1: Bar Admission and Disciplinary Matters
   - Rule 4-8.3: Reporting Professional Misconduct
   - Rule 4-8.4: Misconduct

(To locate the assigned Rules Regulating the Florida Bar, click on the “Rules” link in the upper right side of the Florida Bar’s website.)

3. On the Florida Bar’s website (www.floridabar.org), read the following Professionalism materials:
   - Professionalism Expectations
   - Oath of Admission to The Florida Bar
   - Creed of Professionalism

(To locate the assigned Professionalism materials, click on the “Professionalism” link in the upper right side of the Florida Bar’s website, and then on “Resources.” Scroll down to “Regulating Professionalism.”)

4. Read Suzanne E. Rowe, Legal Research, Legal Writing, and Legal Analysis: Putting Law School into Practice (posted with these First Week Assignments).
5. Before Class 2, carefully read the Comprehensive Course Syllabus and submit your Student Information form. During or shortly before Class 1, your individual LSV professor will provide you with more information about accessing these documents.