

Contractual Obligations, Professor Rosalie Jukier

- C Thibierge-Guelfucci, « Libres propos sur la transformation du droit des contrats » (1997) Rev trim dr civ 357.
- Ian R Macneil,

		<p>78, 290-98.</p> <ul style="list-style-type: none"> <li>- <i>CUQ v Construction Simard Beaudry</i>, 1987 RJQ 2020 (CA).</li> <li>- UN Convention for the International Sale of Goods, Art. 19</li> <li>- Uniform Commercial Code, Art. 2-207 (old) and Arts. 2-206 &amp; 2-207 (new)</li> <li>- UNIDROIT Principles of International Commercial Contracts, Arts. 2.1.11 and 2.1.22</li> <li>- Principles of European Contract Law, Arts. 2.208 and 2.209</li> <li>- Article 1393 CCQ</li> </ul>
<b>11. Friday, October 12</b>	Backing Out—Revocation and Protection of Reliance	<ul style="list-style-type: none"> <li>- <i>Entores v Miles Far East Corporation</i>, 1955 2 QB 327 (CA).</li> <li>- Article 1387 CCQ</li> <li>- <i>Errington v Errington and another</i>, 1952 1 KB 290.</li> <li>- <i>Dawson v Helicopter Exploration Co</i>, 1955 SCR 868.</li> </ul>
<b>12. Monday, October 15 (Room 102) (Make-Up)</b>	Agreements to Agree	<ul style="list-style-type: none"> <li>- <i>Cere v Neely</i>, 1980 CS 1160.</li> <li>- <i>Walford v Miles</i> (1992) 2 AC 128.</li> <li>- <i>Empress Towers v Bank of Nova Scotia</i>, [1991] 73 DLR (4th) 400 (BCCA).</li> <li>- <i>Brewer v Chrysler Canada Ltd</i>, 1977 3 WWR 69 (Alta SC).</li> <li>- Articles 1396 – 1397 CCQ</li> </ul>
<b>13. Wednesday, October 17</b>	Offer and Acceptance as a Surrogate Debate	<ul style="list-style-type: none"> <li>- <i>Pharmaceutical Society of Great Britain v Boots Cash Chemists, Ltd</i>, 1953 1 QB 401 (CA).</li> <li>- <i>Thornton v Shoe Lane Parking Ltd</i>, 1971 2 QB 163 (CA).</li> <li>- SAMPLE PROBLEM: <i>Ifergan v Québec (Société des loteries)</i>.</li> </ul>
<b>14. Friday, October 19</b>	What Else Besides Consent?	<ul style="list-style-type: none"> <li>- AWB Simpson, “The Doctrine of Consideration – Introduction”, in <i>A History of the Common Law of Contract: The Rise of the Action of Assumpsit</i> (1975), at 602-03.</li> </ul>
<b>15. Wednesday, October 24</b>	The Concept and Purpose of Consideration	<ul style="list-style-type: none"> <li>- <i>White (Executor) v William Bluett</i> (1853), 23 LJ Ex 36.</li> <li>- <i>Hamer v Sidway</i> (1891), 124 NY 538 (CA).</li> <li>- <i>Stott v Meritt Investment Corp</i> (1988), 63 OR (2d) 545 (CA).</li> </ul>

- LL Fuller, "Consideration a

		- <i>Riopel c Agence de revenu du Canada</i> , 2011 QCCA 954 (presently on appeal to SCC, to be heard November 2012).
<b>22. Wednesday, November 21</b>	Incorporation of Terms	- Articles 1425-1432, 2863-2864 CCQ - <i>McCutcheon v David MacBrayne, Ltd</i> , [1964] 1 All ER 430 (HL). - <i>British Crane Hire Corporation Ltd v Ipswich Plant Hire Ltd</i> , [1975] QB 303 (CA). - SAMPLE PROBLEM: <i>Thomas Witter Ltd v TBP Industries Ltd</i>
<b>23. Friday, November 23</b>	Implied Obligations Generally	- <i>Ouellet v 3092-3122 Québec Inc</i> , [2000] RJQ 1889 (CQ). - <i>A (M) v Stations de la Vallée de St-Sauveur Inc</i> , 2010 QCCA 1509.
<b>24. Wednesday, November 28</b>	Implied Obligations and the Obligation of Good Faith	- Articles 6, 7, 1375, 1434 CCQ - <i>BCN v Soucisse</i> , [1981] 2 SCR 339. - <i>Houle v CNB</i> , [1990] 3 RCS 122. - <i>Provigo distribution v Supermarché ARG</i> , [1998] RJQ 47 (CA).
<b>25. Friday, November 30</b>	Implied Obligations and the Obligation of Good Faith (cont'd)	- <i>McKinlay Motors Ltd v Honda Canada Inc</i> , [1989] 46 BLR 62 (Nfld SC). - <i>Gateway Realty v Arton Holdings</i> (1991), 106 NSR (2d) 180. - <i>RBC Dominion Securities v Merrill Lynch Canada</i> , 2008 SCC 54. - <i>Martel v Canada</i> , [2000] 2 SCR 860. - <i>Transamerica Life Canada Inc c ING Canada Inc</i> , [2004] 68 OR 457 (CA).
<b>26. TBA (During Exam Period)</b>	Review	

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Winter 2013—Reading and Class Schedule

Date	Topic	Readings
A. Introduction		
1. Tuesday, January 8	Social Control of Contracts	<ul style="list-style-type: none"> <li>- Jacques Ghestin, "L'utile et le juste dans les contrats", Archives de philosophie du droit, t 26, Sirey, 1981.</li> <li>- PS Atiyah, "Contract and Fair Exchange" (1985) 35 UTLJ 1.</li> <li>- Lloyds Bundy Bank Ltd v Bundy [1975] QB 326 (CA).</li> </ul>
B. Traditional Tools		
i. Procedural Fairness Tools		
2. Thursday, January 10	Social Control of Contracts (cont'd) &  Capacity	See previous readings  <ul style="list-style-type: none"> <li>- CL c ML, [2006] QCCS 2673.</li> <li>- Fyckes v Chisholm [1911] 19 OWR 977, 3 OWN 21.</li> </ul>



		Highways) [2010] 1 SCR 69.
12. Thursday, February 14	Arbitration Clauses	<ul style="list-style-type: none"> <li>- Dell Computer Corp v Union des consommateurs [2007] 2 SCR 801 (supra volume 1).</li> <li>- Geneviève Saumier, "Consumer Arbitration in the Evolving Canadian Landscape" (2009) 113:4 Penn St L Rev 1203.</li> <li>- Seidel v TELUS Communications, Inc [2011] 1 SCR 531.</li> <li>- Comb v PayPal, Inc (2002) 218 F Supp 2d 1165.</li> </ul>
C. Changed Circumstances (Frustration, Force Majeure, Imprévision)		
13. Tuesday, February 19	Futility	<ul style="list-style-type: none"> <li>- Krell v Henry, [1903] KB 740 (CA).</li> <li>- Amalgamated Investment and Property v John Walker &amp; Sons Ltd [1976] 3 All ER 509 (CA).</li> </ul>
14. Thursday, February 21	Impossibility/ Force Majeure &  Impracticability/ Hardship	<ul style="list-style-type: none"> <li>- HR Sainsbury Ltd v Street [1970] 3 All ER 1126.</li> <li>- Otis Elevator Co Ltd v A Viglione &amp; Bros Inc, M500-09-000316-786 (CA).</li> <li>- Canada Starch Company Ltd v Gill &amp; Duffus (Canada) Ltd Dec 1983, 500-05-001746-823, CS-JE 88, aff'd CA-JE 90-1617.</li> <li>- SAMPLE PROBLEM: Newfoundland (Attorney General) v Churchill Falls (Labrador) Corp.</li> <li>- Alcoa v Essex Group (1980) 499 F Supp 53 (Penn SC).</li> <li>- WF Ebke &amp; BM Steinhauer, "Doctrine of Good Faith in German Contract Law" in Jack Beatson &amp; Daniel Friedmann, eds, Good Faith and Fault in Contract Law (Oxford: Clarendon Press; New York: Oxford University Press, 1995) 171 at 171-72; 180-90.</li> </ul>
D. Breach and Remedies		
15. Friday, February 22  Make up class 12:30 – 2:00 Moot Court	Breach: Intensity of Obligations/ Termination	<ul style="list-style-type: none"> <li>- Cehave NV v Bremeer Handelgesellschaft, [1975] 3 All ER 739.</li> <li>- Pierre-Gabriel Jobin with the collaboration of Nathalie Vézina, Baudouin et Jobin : Les obligations 6th ed (Cowansville, Que: Yvon Blais, 2005) at paras. 33-39.</li> <li>- A (M) v Stations de la Vallée de St-Sauveur, 2010 QCCA 1509.</li> </ul>
16. Tuesday, February 26	Specific Performance	<ul style="list-style-type: none"> <li>- Warner Bros Pictures v Nelson [1937] 1 KB 209.</li> <li>- Co-operative Insurance Society Ltd v Argyll Stores (Holdings) Ltd [1998] AC 1, [1997] 2 WLR 898 (HL).</li> <li>- Construction Belcourt Ltée v Golden Griddle Pancake House Ltd [1988] RJQ 716 (CS).</li> </ul>

READING WEEK

17. Tuesday, March 12	Specific Performance (cont'd)	See previous readings
18. Thursday, March 14	Remoteness of Damage	<ul style="list-style-type: none"> <li>- Hadley v Baxendale [1854] 9 Exch 341.</li> <li>- Victoria Laundry v Newman Industries Ltd [1949] 2 KB 528.</li> <li>- Koufos v C Czarnikow (The Heron, II) [1969] 1 AC 350.</li> <li>- Transfield Shipping v Merator (The Achilleas) [2008] UKHL 48.</li> <li>- Ciment Québec inc c Stellaire Construction [2002] JE 1106.</li> </ul>
19. Tuesday, March 19	Mitigation &  Cost of Cure vs. Diminution in Value	<ul style="list-style-type: none"> <li>- Payzu, Limited v Saunders [1919] 2 KB 581.</li> <li>- JL Maute, "Peevyhouse v Garland Coal &amp; Mining Co Revisited: The Ballad of Willie and Lucille" (1995) 89 NW L Rev 1341.</li> <li>- Ruxley Electronics v Forsyth [1995] 3 All ER 268.</li> </ul>
20. Thursday, March 21	Cost of Cure vs. Diminution in Value (cont'd)	<ul style="list-style-type: none"> <li>- SAMPLE PROBLEM: Tabcorp Holdings Ltd v Bowen Investments Pty Ltd</li> </ul>
21. Tuesday, March 26	Non-Pecuniary Damages	<ul style="list-style-type: none"> <li>- Jarvis v Swan Tours [1973] QB 233.</li> <li>- Fidler v Sun Life du Canada, compagnie d'assurance [2006] CSC 30.</li> </ul>
22. Thursday, March 28	Punitive Damages	<ul style="list-style-type: none"> <li>- Honda Canada Inc v Keays [2008] SCC 39.</li> <li>- Brault &amp; Martineau Inc c Riendeau [2010] QCCA 366.</li> <li>- Richard v Time [2012] SCC 8.</li> </ul>
23. Tuesday, April 2	Disgorgement &  Penalty Clauses &  Wrapping Up Remedies	<ul style="list-style-type: none"> <li>- Attorney-General v Blake [2000] UKHL 45.</li> <li>- HF Clarke Ltd v Thermidaire Corporation Ltd [1976] 1 SCR 319.</li> <li>- CJ Goetz &amp; RE Scott, "Liquidated Damages, Penalties, and the Just Compensation Principle: Some Notes on an Enforcement Model and a Theory of Efficient Breach" (1977) 77 Colum L Rev 554 at 554-58, 567-68, 572-76.</li> <li>- 151276 Canada inc c Verville [1994] RJQ 2950 (CS).</li> </ul>
E. Privity/ Relativity of Contract		
24. Thursday, April 4	Contracts & Third Parties	<ul style="list-style-type: none"> <li>- Beswick v Beswick [1966] 3 All ER 1 (CA).</li> </ul>

		<ul style="list-style-type: none"> <li>- Beswick v Beswick [1968] AC 58 (HL).</li> <li>- New Zealand Shipping Co Ltd v AM Satterthwaite &amp; Co [1975] AC 154.</li> <li>- London Drugs Inc v Kuehne &amp; Nagel International, Ltd [1992] 3 SCR 299.</li> <li>- Contracts (Rights of Third Parties) Act 1999 Chapter c 31</li> </ul>
F. Wrapping Up		
25. Tuesday, April 9	Concluding Thoughts	<ul style="list-style-type: none"> <li>- IR McNeil, "Wither Contracts" (1969) 21 J Leg Ed 403.</li> <li>- Robert Lloyd, "Making Contracts Relevant: Thirteen Lessons for the First-Year Contracts Course" 36 Ariz St LJ 257.</li> </ul>
26. Thursday, April 11 or TBD	Review	