Contracts I Syllabus
(subject to change)

Fall 2015
Assoc. Prof. Drennan
Tuesday & Thursday, 1:30 to 2:45
wdrennan@siu.edu
Room 204
618-453-8729 (office)
Law 511-3 § 002
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Office: Room 220


Writing Assignments: We will have a few writing assignments during the semester. One writing assignment will be designated as our writing-across-the-curriculum assignment. Satisfactory completion of the writing-across-the-curriculum assignment is required to be eligible to take the exam and complete the course.

Course Description: This course is an introduction to the U.S. law relating to contracts. The introductory overview will include (i) fundamentals of analyzing judicial opinions; (ii) how to create legal arguments; (iii) considering some promises that the law does not enforce; and (iv) a review of the sources of contract law. The next part of the course -- often considered the core of this semester -- will examine in some detail three necessary elements for creating legally enforceable contracts, namely offer, acceptance, and consideration. We will then explore two doctrines – promissory estoppel and restitution -- that may allow one party to have enforceable rights against the other even though all the elements for a contract are not satisfied. We will then consider situations when an agreement must be in writing to be enforceable. Time permitting; we will consider situations when certain evidence will not be admissible in a contractual or similar arrangement because all or part of the arrangement was not memorialized in writing. Throughout the semester we will consider the policy considerations that motivate the legal rules.

Attendance Policy: Attendance will be taken at the beginning of class by passing around a roll sheet for you to sign. Under the Rules of the School of Law, a first year student may not accumulate absences in a course numbering in excess of twice the credit hours for the course during the semester. Thus, because we meet twice a week, the maximum number of absences in this course is four (4) classes. The Rules provide for three options if a student accumulates absences in excess of the allowable number. The professor may recommend that: (a) the student be given the lowest possible grade; (b) the student be given a “W”; or (c) the student be allowed to continue in the course with a grade reduction.

Recording of Classes: Students may audio record classes from their regular location in class, unless the professor announces in class that this policy has been changed.
Final Exam & Grading: There will be one exam at the end of the semester on Friday, December 18th beginning at 8:15 a.m. Your grade for the course will be based on the final exam.

Emergency Procedures: Southern Illinois University Carbondale is committed to providing a safe and healthy environment for study and work. Because some health and safety circumstances are beyond our control, we ask that you become familiar with the SIUC Emergency Response Plan and Building Emergency Response Team (BERT) program. Emergency response information is available on posters in buildings on campus, available on BERT’s website at www.bert.siu.edu, Department of Safety’s website www.dps.siu.edu (disaster drop down) and in an Emergency Response Guideline pamphlet. Know how to respond to each type of emergency.

Instructors will provide guidance and direction to students in the classroom in the event of an emergency affecting your location. It is important that you follow these instructions and stay with your instructor during an evacuation or sheltering emergency. The Building Emergency Response Team will provide assistance to your instructor in evacuating the building or sheltering within the facility.

Disability Policy: Determinations about appropriate accommodations for disabilities are now made by the University Disability Support Services (“DSS”) Office. In regards to these procedures:
Disability Support Services provides the required academic and programmatic support services to students with permanent and temporary disabilities. DSS provides centralized coordination and referral services. To utilize DSS services, students must come to the DSS to open cases. The process involves interviews, reviews of student-supplied documentation, and completion of Disability Accommodation Agreements. http://disabilityservices.siu.edu/. Upon completion of a Disability Accommodation Agreement with DSS, students should bring the agreement to the School of Law Registrar’s Office to ensure the School of Law provides the proper classroom and examination accommodations.

Saluki Cares: The purpose of Saluki Cares is to develop, facilitate, and coordinate a university-wide program of care and support for students in any type of distress – physical, emotional, financial, or personal. By working closely with faculty, staff, students and their families, SIU will continue to display a culture of care and demonstrate to our students and their families that they are an important part of the community. For information on Saluki Cares: (618) 453-5714 or siucares@siu.edu, http://salukicares.siu.edu/index.html. At the School of Law, Assistant Dean Judi Ray is also available to help students access university resources. Her email is judiray@siu.edu, and her phone number is 618-453-3135.

Additional Information Regarding Contract Law and the Course
Role of Contract Law in the Economy and Society: Contracts facilitate the free flow of goods and services in a market economy. Contracts allow us to benefit from the goods and services of others. The gardener, the cable TV company, the internet service producer, and many other individuals and entities are willing to provide goods and services to consumers because these providers can enforce their customers’ obligations to pay if certain conditions are satisfied. In addition, contracts allow property owners to use their property efficiently. This contributes to the economic growth of the nation. For example, if you own recording equipment you may agree to use the equipment to tape weddings for hire because you know that you can force your customers to pay for the goods and services provided if certain conditions exist.

The Nature and Source of Contract Law: With important exceptions (such as the Uniform Commercial Code, also known as the “UCC”) contract law is largely judge-made law or “common law.” This is in contrast to statutory law enacted by legislative bodies. As a predominantly common law system, contract law developed over time by courts issuing opinions in resolving specific disputes between particular parties without guidance from a legislative body. These courts—generally appellate courts rather than trial courts—provide written opinions explaining and justifying their decisions for a particular party in a particular dispute. These written judicial opinions—which typically make up most of the content of law school casebooks such as ours and fill law libraries and electronic databases—serve as “precedents” guiding other courts in deciding factually-similar disputes in the future. We will study the typical procedures for analyzing a court opinion to understand what it means as precedent. Further, we will synthesize cases, that is, reading a series of judicial opinions dealing with similar disputes together to see how the common law system of precedents molds and shapes legal rules over time.

Contract Law Generally; Not Specifically Illinois or Missouri Law. With some exceptions, our study will not focus specifically on Illinois or Missouri contract law, but rather on general principles of contract law as well as certain areas of conflict among states on various topics. This approach is consistent with the method of analysis in the Knapp Casebook.

Student Learning Outcomes: At the end of this course, students will be able to:

- Analyze a judicial opinion to isolate the legal rules.
- Identify various types of situations in which a promise may be broken, but the legal system will not grant money damages or a specific performance remedy to the injured party.
- Identify the necessary elements of an enforceable contract and make effective arguments whether those necessary elements are present in a particular factual situation.
- Identify other legal approaches for recovering money damages for the breaking of a promise even when a contract does not exist.
- Determine whether an agreement must be in writing to be legally enforceable.
**PROJECTED READING ASSIGNMENTS:** Except as otherwise noted, all references below are to the Knapp Casebook. There may be additional handout materials.

Class #1: (Orientation Class: Wednesday, 8/19/15, 2 pm to 3:15 pm, room 204) – Introduction to judicial opinions; *Pepsico* case; Notes & Questions following the *Pepsico* case. This material will be provided electronically.

Class #2: (Tuesday, 8/25): Introduction to the Contract Course and beginning discussion of (i) the sources of contract law, and (ii) the study of contract law through case analysis. Read in Knapp Casebook pages 1 through 11 bottom. Also, in the *Additional Reading Materials for First Full Week – Fall 2015* (which will be made available on the TWEN page for the course), read the opening introductory notes, the *Cooper v. Smith* case (pages 1 through 9 middle), and the related notes after that case (pages 9 & 10).

Class #3 (Thursday, 8/27): Introduction Continued – Read in *Knapp Casebook* pages 11 bottom through 26 (includes the *Allen* case and the *Feldman* case). The expectations for the first writing assignment – Problem #1 - will be discussed in class. Note: The materials for the first writing assignment are pages 11 through 19 in the *Handout for Introduction: Contracts First Full Week – Fall 2015*.

Class #4 (Tuesday, 9/1/15) Introduction Continued – Review of First Writing Assignment; Continued Discussion of Case Analysis. In preparation for this class you will read pages 11 through 19 of the *Handout for Introduction: Contracts First Full Week – Fall 2015* (including the *Carnival Cruise Lines* case). Before class you will also prepare a one-page written memo in response to Problem #1 (on pages 17-19 of the *Handout for Introduction: Contracts First Full Week – Fall 2015*). At the beginning of class you will turn in your written one-page memo regarding Problem #1 (and keep a copy which you can review during this class). During class we will finish up any remaining materials from the previous class, then discuss the *Carnival Cruise Lines* case and related materials, and possible responses to Problem #1.


[CLASS LIKELY CANCELLED AND RESCHEDULED] Class on Tuesday September 8th likely will be cancelled – the rest of this schedule presumes that class will be cancelled on 9/8/15.
Class #6: (Thursday, 9/10/15): Continued discussion of mutual assent and the contract formation process—offer and acceptance in bilateral contracts. Read in Knapp et al., 48-53, including the Izadi case and accompanying Notes and Questions.

FRIDAY MAKE-UP CLASS: Class #7: (Friday, 9/11/15, tentatively scheduled for 1:30 to 2:45 in room 204): Completion of discussion of mutual assent and the contract formation process—offer and acceptance in bilateral contracts. Read in Knapp et al., 54-60 including the Normile case and accompanying Notes and Questions.

Class #8: (Tuesday, 9/15/15): Mutual assent and the contract formation process—offer and acceptance in unilateral contracts. Read in Knapp et al., 61-73, including Petterson and Cook cases and accompanying Notes, Questions and Comment.

Class #9: (Thursday, 9/17/15): Postponed bargaining—"agreements to agree." Read in Knapp et al., 73-82 including Walker case and accompanying Notes and Questions. [WE SKIP pages 82 top to 97 middle in Knapp et al.]

Class #10: (Tuesday, 9/22/15): Contract formation and the doctrine of consideration—defining the concept of consideration. Read in Knapp et al., 97 middle to 113 top, including Hamer and Pennsy Supply cases and accompanying Notes, Questions, and Comment.

Class #11: (Thursday, 9/24/15): Issues in applying the consideration doctrine—gifts and adequacy of consideration. Read in Knapp et al., 113-126 top, including Dougherty and Batsakis cases and accompanying Notes, Questions, and Comment.

Class #12: (Tuesday, 9/29/15): Issues in applying the consideration doctrine—conditions and illusory promises. Read in Knapp et al., 126-142 middle, including Plowman and Baker cases and accompanying Notes, Questions, and Comment.

Class #13: (Thursday, 10/1/15): Catch-Up; Contract formation and mutual assent under UCC Article 2. Read in Knapp et al., 142 middle to 148, including the Jannusch case and accompanying Notes and Questions. Also re-read the text at 6 bottom to 9 top in Knapp et al. [WE SKIP pages 148 middle to 158] Begin discussion of contract formation – the “qualified” acceptance and the “battle of the forms” – classical principles. Read in Knapp et al., 159-169, including the Princess Cruises case and accompanying Notes and Questions.

Class #14: (Tuesday, 10/6/15): Contract formation – “qualified” acceptance and the “battle of the forms” under the UCC continued. Read in Knapp et al., 169-186, including the Brown Machine and Gottlieb cases and accompanying Notes and Questions.
Class #15: (Thursday, 10/8/15): Beginning discussion of contract formation – electronic and “layered” contracting. Read in Knapp et al., 188-206 including the Hines case, the DeFontes case, and accompanying Notes and Questions.

Class #16: (Tuesday, 10/13/15): Promissory Estoppel – Read Knapp et al., pages 209-227 including Harvey and King cases and accompanying Notes and Questions [NOTE: SKIP the Kirksey case on page 211].

Class #17: (Thursday, 10/15/15): Promissory Estoppel; Commercial Transactions – Read Knapp et al., pages 228-235 including the Katz case; also read Knapp et al., pages 247-261 including the James Baird and Drennan cases; SKIP 235-247.

[TO BE CONTINUED]