SOUTHERN ILLINOIS UNIVERSITY
SCHOOL OF LAW

Conflict of Laws
Professor Beyler
Fall 2017
Room 236

Syllabus


Student Packet: Download from TWEN.


Assignments: I call on students in alphabetical order. On your day, you (or a substitute) must be present and ready to discuss the material thoroughly.

Office Hours: Drop in any time, but right after class is the best time.

Exam: The final exam will be three hours long, consisting primarily of long and short essay questions. The exam is scheduled for Wednesday, December 6, at 8:15 a.m.

Bar Exam: One goal of this course is to prepare you to take the Illinois bar exam, so I will approach the choice-of-law material as you are expected to approach it on that exam.

Writing Across the Curriculum: After we study choice of law and forum selection clauses, you will draft these clauses for a client’s contract and we will discuss your drafts in class. Successful completion of this ungraded assignment is required to pass the course. You will work with a classmate as a team. Collaboration within the team is expected; collaboration (or even consultation) with someone outside the team is forbidden and violates the law school honor code.

Bar Exam Question: The faculty is committed to preparing you to pass the bar exam on the first try. I will administer a practice bar exam question sometime in the second half of the course graded on a pass-fail basis with written feedback. You must pass in order to pass the course, so anyone who does not pass on the first try will have to retake the test.

Practice Questions: I enjoy fielding real-world questions. Don’t hesitate to ask for help this year or in later years. All you owe me is an e-mail letting me know the final outcome.

TWEN: The TWEN page for this course will have the student packet, syllabus, PowerPoint slides, the writing assignment, and announcements.

One Reason to Take this Course: The following post appeared two years ago on the ISBA litigation digest. Taking this course will enable you to answer the attorney’s questions.
Automobile collision in Missouri in July 2011. Amount in controversy greater than $75,000. Plaintiff is a citizen of Missouri. Defendant is a citizen of Illinois. The case was filed in Illinois to avoid removal.

Defense counsel has just moved to dismiss the case based upon the Illinois 2-year statute of limitations. It was my belief when the case was filed that the Missouri 5-year statute of limitations would apply based upon the Illinois borrowing statute. However, looking at the case more closely now, it appears the borrowing statute only applies when both parties are not Illinois residents and the action accrued in a foreign jurisdiction.

Defense Counsel believes the claim is barred by the IL SOL. His argument is that a SOL is a procedural question governed by the forum state’s laws. My thinking is that the COA is a MO COA, that the IL SOL only applies to IL causes of action.

Am I missing something? Can I dismiss the IL complaint and refile the same in MO? If the judge dismisses the case in IL with prejudice based on the IL SOL, is that going to prevent me from refiling it in MO? Your thoughts would be sincerely appreciated.

Workload Expectations: The American Bar Association standards for accrediting law schools contain a formula for calculating the amount of work that constitutes one credit hour. According to ABA Standard 310(b)(1), “a “credit hour” is an amount of work that reasonably approximates: (1) not less than one hour of classroom or direct faculty instruction and two hours of out-of-class student work per week for fifteen weeks, or the equivalent amount of work over a different amount of time.” This is a 3-credit hour class, meaning that we will spend two 75-minute blocks of time together each week. The average reading assignment per class is 23 pages, with a low of 13 pages and a high of 36 pages. Based on my teaching experience, I believe the average student will need to spend 2-3 hours outside of class on these reading assignments in order to prepare for class. To make your class preparation more efficient, I have posted in advance the Powerpoints we will use in class. The slides summarize the facts and legal issues for each case, which should help you in sorting out these matters and enable you to focus on the court’s reasoning. In addition, the writing project for this course is to draft a choice of law clause and forum selection clause for a hypothetical business client. This project should require about 4 hours of research and drafting time. The final examination is 3 hours long and should require about 15-20 hours of exam preparation.

Emergencies: 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 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.

Recording of Classes: If you need to have a class recorded due to illness, absence for a moot court competition, I will gladly give instructor permission for the recording. However, I have been told that we lack the staff to record classes except in extraordinary circumstances or to accommodate a disability. If you want to have the class recorded by a fellow student, I will give permission, but we need to be sure that all students know the class is being recorded.

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.

Attendance. I follow the law school’s attendance policy. You can miss up to six classes. If you miss more than six, you will be sanctioned under the law school rules.

Disability Services. 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.

Learning Objectives: At the end of this course, students will be able to (1) identify conflict of laws issues raised by the facts of typical problems in litigation practice and transactional price; (2) predict how courts will resolve these conflict of laws issues; (3) make appropriate decisions about forum selection when courts in different states will resolve the conflict of laws issues differently; and (4) use choice of law clauses and forum selection clauses to reduce their clients’ legal risks.

Makeup Classes: We have to make up Eclipse Day and Labor Day. I have tentatively scheduled the makeup classes for Wednesday, September 6, and Wednesday September 13, at 1:30-2:45 in Room 103. If this causes a problem for a substantial number of students, let me know and I will try to find a better time.

Tentative Schedule: Attached is a tentative schedule of the material we will cover in each class.
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*Alabama Great Southern R.R. Co.* (171-77)  
*Hood* (178-83)  
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Text 191-94  
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| 2     | Traditional Approach To Contracts  
Text 196-200  
*Linn* (201-05)  
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*Moses* (207-13)  
Problems 212-13 |
| 3     | Traditional Approach To Property & Marriage  
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*Hill* (220-24)  
Problems 224-25  
Text 226-29  
Problem 229  
*May’s Estate* (230-33)  
*Catalano* (233-38)  
Problems & Text 238-40 |
| 4     | Traditional Approach To Structural Mechanics, Escape Devices & Renvoi  
Text 243-44  
*Sampson* (244-49)  
Problems 249-50  
Text 250-51  
*Alabama Great Southern R.R. Co.* (251-53)  
*Levy* (253-55)  
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| 5     | Traditional Approach To Public Policy & Domicile  
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*Raskin* (268-72)  
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Text 275-80  
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| 6     | The Center of Gravity Approach & Interest Analysis  
Text 291-92  
*Babcock* (298-302)  
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*Schultz* (305-15)  
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*Lilienthal* (316-22)  
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| 7     | Interest Analysis (II)  
*Bernkrant* (322-25)  
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*Erwin* (326-29)  
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Text 340  
*Offshore Rental Co.* (341-47)  
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| 8     | The Better Rule of Law & the 2d Restatement  
Text 365-68  
*Drinkwater* (368-78)  
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Text & Problem 378-88  
2d Restatement Tort Provisions (S145-53)  
*Townsend* (388-99)  
Text 399-401  
Problems 411 |
| 9     | Illinois Law on Tort Conflicts (I)  
*Nelson* (S2-5)  
*Miller* (S5-8)  
*Esser* (S9-12)  
*Spinozzi* (S13-18)  
*Carris* (S18-19)  
*Cook* (S19-20)  
*Kamelgard* (S20-23) |
| 10    | Illinois Law on Tort Conflicts (II)  
*Laroche* (S23-26)  
*Banks* (S26-29)  
*Burlington, N. & S. F. Ry. Co.* (S29-34)  
*Palmer* (S34-38)  
*Mendez* (S39-41) |
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| 11    | **Contract Conflicts under the 2d Restatement**  
       | Text 412-15  
       | 2d Restatement Contract Provisions (S154-59)  
       | Hoiles (415-22)  
       | Naghii (422-28)  
       | Problems 429 |
| 12    | **Illinois Law on Contract Conflicts**  
       | Lapham-Hickey Steel Corp. (S41-45)  
       | Lee (S45-46)  
       | Emerson Electric (S46-51)  
       | Bridgeview Health Care Center (S51-57)  
       | Bar Exam Problem, Part b (S57-58) |
| 13    | **Choice of Law Clauses under the 2d Restatement**  
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       | Nedlloyd Lines (434-42)  
       | Problems 442-43  
       | Got Junk (443-50)  
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| 14    | **Illinois Law on Choice of Law Clauses**  
       | Curtis 1000 (S58-61)  
       | Newell Co. (2d Certified Question, S61-63 & 66-69)  
       | Union Oil Co. (S70-71)  
       | Cromeens, Holloman, Sibert (S71-76)  
       | Freeman (S77-80)  
       | Uniform Choice of Law & Forum Act (S80-81) |
| 15    | **Forum Selection Clauses**  
       | Text 119-20  
       | Bremen (120-24)  
       | Carnival Cruise Lines (125-32)  
       | Problems 132-33  
       | Calanca (S81-84)  
       | Maher & Assoc. (S84-86)  
       | Dancor Constr. (S86-88) |
| 16    | **Structural Mechanics, Escape Valves & Domicile under the 2d Restatement**  
       | Boyd Rosene & Assoc. (488-94)  
       | Problem & Text 494-95  
       | Waddoups (495-500)  
       | Problem & Text 500-04  
       | Mzamane (504-13) |
17  Illinois Law on Escape Devices & Lex Fori
     Ruiz (S88-93)
     Safeco Ins. Co. (S93-96)
     Brown and Brown, Inc. (S97-99)
     United Farm Family Mut. Ins. Co. (S99-101)
     Text 513-14
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18  Statutes of Limitation & Procedure
     Text 555-57
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     Maly (S102-03)
     Illinois Borrowing Statute (S104)
     Coan (S104-05)
     Newell Co. (1st Certified Question, S63-66)
     Nichols (S105-07)
     Sterling Finance Mgt. (S107-11)
     Allianz Ins. Co. (S112)

19  Choice of Law in Multiparty Actions
     Text 586-90
     Bridgestone/Firestone (591-94)
     Problems 604-05
     Avery (S112-19)
     Barbara’s Sales (S119-25)

20  Constitutional Limits On Choice of Law (I)
     Text 647-51
     Allstate Insurance (651-64)
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     Phillips Petroleum (665-74)
     Problem 674-75

21  Constitutional Limits On Door-Closing & Localizing Statutes
     Hughes (675-78)
     Wells (678-82)
     Ferreri (S125-27)
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     Hall (683-90)
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