Contracts II Syllabus
(subject to change)

Spring 2016
Tuesday & Thursday, 2:00 to 3:15
Room 204
Law 512-3 § 002
Assoc. Prof. Drennan
wdrennan@siu.edu
618-453-8729 (office)
314-943-4683 (cell)
Room 220
Office Hours: Wed Noon – 2 pm

Required Materials: SAME AS CONTRACTS I

Writing Assignments: We will have one or more 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 and exam and complete the course.

PROJECTED READING ASSIGNMENTS FOR THE FIRST WEEK:

Tuesday, January 19, 2016: A review of the essay questions from the exam for Contracts I; begin discussion of Implied Terms, pages 457–462 top (including Lucy, Lady-Duff Gordon).

Thursday, January 21, 2016: Warranties, pages 517-525 (including Bayliner Marine); Avoiding contract enforcement – minors and their capacity to contract; pages 533-542 (including Dodson).

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.

Final Exam & Grading: There will be one exam at the end of the semester. Your grade for the course will be based on the final exam. The final exam is scheduled for Tuesday, May 3, 2016 at 8:15 a.m.
Course Description: This course continues the study of contract law from Contracts I. After a review of the essay questions on the exam from Contracts I and a discussion of some implied terms and warranties, we will study various situations in which courts refuse to enforce agreements that satisfy the basic elements we studied in Contracts I. Courts may refuse to enforce an otherwise valid agreement between the parties because of the incapacity of a party (for example because the party is a minor or lacks the requisite mental capacity), or because of duress or undue influence, the unconscionability of the bargain, or because the deal violates public policy. Also, there can be situations when a court will permit a party to fail to perform the duties it agreed to in a contract, for example because of mistake, changed circumstances, or contractual modifications. With the time remaining, we may study the rights and duties of third parties, consequences of nonperformance, anticipatory repudiation, and damages.

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.

Recording of Classes: Students may audio record class from their regular location in the classroom, unless the professor announces in class that this policy has changed. Recordings of the class may not be shared with persons who are not enrolled in this class without the professor’s prior consent.

Disability Policy: The School of Law no longer makes determinations about appropriate accommodations for disabilities. Those decision 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 srucares@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.

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

- Describe the warranties a merchant will be deemed to make when selling goods unless the merchant negates those warranties in the contract.
- Advise a merchant on how to disclaim implied warranties.
- Analyze the probable results when a minor, or a person who lacks mental capacity, signs a contract.
- Explain when an otherwise valid contract will be unenforceable because of (i) economic duress, (ii) undue influence, (iii) misrepresentation or nondisclosure, unconscionability, (vi) mistake, or (vii) public policy.
- Argue persuasively whether a party’s failure to perform a contract will be legally excused because of impossibility, impracticability, or frustration of purpose.
- Advice a client regarding the client's obligations under a contract when the other party has breached the contract or indicated that it will breach the contract.
- Identifying the method for determining the damages recoverable in a breach of contract lawsuit.

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**Contracts II – Spring 2016**

**Tentative Projected Reading Schedule**

*(subject to change)*

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<tr>
<th>Class #1</th>
<th>Date</th>
<th>Material</th>
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<tr>
<td>Class #1</td>
<td>1/19</td>
<td>Review Essay Questions from Contracts I Exam; implied terms pages 457-462 top (including <em>Lucy, Lady-Duff Gordon</em>)</td>
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<tr>
<th>Class #2</th>
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<tbody>
<tr>
<td>Class #2</td>
<td>1/21</td>
<td>Warranties pages 517-525 (including <em>Bayliner Marine</em>); Avoiding contract enforcement-minors and their capacity to contract; pages 533-542 top (including <em>Dodson</em>)</td>
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Class #3  1/26  Avoiding contract enforcement-mental incapacity, 542-553 (including *Hauer*); begin discussion of duress, 553-563 (including *Totem Marine*)

Class #4  1/28  Avoiding contract enforcement-completion of discussion of duress; undue influence, 563-571 (including *Odorizzi*); beginning discussion of misrepresentation and nondisclosure, 571-582 (including *Syester*)

Class #5  2/2  Avoiding contract enforcement, continued discussion of misrepresentation and nondisclosure, 582-593 (including *Hill*)

Class #6  2/4  Avoiding contract enforcement-completion of discussion of misrepresentation and nondisclosure, Lawyers Professional Ethics 593-595; 595-599 (including *Park 100*) [PROBABLY HAND-OUT WRITING ACROSS CURRICULUM ASSIGNMENT; LIKELY DUE ON 2/18]

Class #7  2/9  Avoiding contract enforcement-unconscionability; basic principles, 599-612 (including *Williams*)

*To Be Continued*