Contracts Syllabus
(subject to change)

Fall 2013
Tuesday & Thursday, 1:00 to 2:15
Room 204
Law 511-3 § 001
Assoc. Prof. Drennan
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618-453-8729 (office)
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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 and exam and complete the course.

Course Description: This course is an introduction to the U.S. law relating to contracts. After a brief overview emphasizing the sources of contract law and methods of judicial decision-making, the course will examine in detail the necessary elements for creating legally enforceable contracts, and a variety of situations in which arrangements or understandings may not be legally enforceable. Arrangements or understandings may be unenforceable because of the persons or subject matter involved, or because of circumstances, such as the failure to memorialize certain types of agreements in writing. We also will study contract interpretation, and certain terms that may be implied as part of a contract even if not expressly agreed upon by the parties. Throughout the semester we will consider the policy considerations that motivate the legal rules regarding the formation, interpretation, and enforcement of contracts.

Attendance Policy: Attendance will be taken at the beginning of every 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: Like many other courses in the School of Law, our Contracts I class sessions will be routinely recorded (video and audio) by our IT staff. These recorded classes will be available for viewing by students in the Computer Lab in the Law Library in accordance with the customary procedures.

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.

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.

Additional Information Regarding Contract Law and the Course

Role of Contract Law in the Economy and Society: Contracts are fundamental; they 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.

**Certain Materials on Reserve in the Library.** Thanks to others, the following materials are on reserve in the library:


**PROJECTED READING ASSIGNMENTS:** Except as otherwise noted, all references below are to the Knapp Casebook. There may be additional handout materials.

**I. WEEK ONE (8-20)**

**Class 1:** 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, review the “Editors' Note” for the Uniform Commercial Code on pages 1 through 4 of the *Rules of Contract Law* Supplement, and review the “Editors’ Note” on the Restatement (Second) of Contracts in the *Rules of Contract Law* Supplement (on pages 131-133). Finally, in the *Handout for the Introduction*, read the opening material, the *Cooper v. Smith* case, and the related notes after that case.
II. WEEK TWO (8-27)

Class 1: Introduction Continued – Review of First Writing Assignment; Continued Discussion of Case Analysis. In preparation for this class you will read the balance of the Handout for the Introduction (including the Carnival Cruise Lines case). Before class you will also prepare a one-page written memo in response to Problem 1-1 which is included in the Handout for the Introduction. At the beginning of class you will turn in your written one-page memo regarding Problem 1-1 (and keep a copy which you can review during this class). During class we will finish up any remaining materials from the first week, then discuss the Carnival Cruise Lines case and related materials, and possible responses to Problem 1-1.

Class 2: Contract formation—the objective theory of mutual assent. Read in Knapp et al, 31-43, including Ray case and accompanying Notes and Questions. Also begin discussion of the process of contract formation—offer and acceptance in bilateral contracts. Read in Knapp et al, 43-48 including Lonergan case and accompanying Notes and Questions.

III. WEEK THREE (9-3)

Class 1: Continued discussion of mutual assent and the contract formation process—offer and acceptance in bilateral contracts. Read in Knapp et al, 48-53, including Izadi case and accompanying Notes and Questions.

Class 2: 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.

IV. WEEK FOUR (9-10)

Class 1: 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 2: 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]

V. WEEK FIVE (9-17)

Class 1: 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 2: 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.

VI. WEEK SIX (9-24)

Class 1: 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 2: Contract formation and mutual assent under UCC Article 2. Read in Knapp et al. 142 middle to 155, including Jannusch and E.C. Styberg cases and accompanying Notes and Questions. Also re-read the text at 6 bottom to 9 top in Knapp et al.

[TO BE CONTINUED]