Contracts Syllabus
(subject to change)

Fall 2014
Assoc. Prof. Drennan
Tuesday & Thursday, 1:00 to 2:15
wdrennan@siu.edu
Room 204
618-453-8729 (office)
Law 511-3 § 002
314-943-4683 (cell)
Office: Room 220

Required Materials:

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 three necessary elements for creating legally enforceable contracts, namely offer, acceptance, and consideration. We will then examine 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 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 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 Center in the Law Library in accordance with the customary procedures. In addition, 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 December 9th 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.

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.

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

I. **WEEK ONE (August 19th & 21st)**

   Class 1 (8/19): 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 Introduction: Contracts First Week – Fall 2014* (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 2 (8/21): 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 Week – Fall 2014.*
II. WEEK TWO (August 26th & 28th)

Class 1 (8/26): 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 Week – Fall 2014 (including the Carnival Cruise Lines case). Before class you will also prepare a one-page written memo in response to Problem #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 (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.


[TO BE CONTINUED]