

Contracts I Syllabus

(subject to change)

Fall 2019
Tuesday & Thursday 1:30 to 2:45
Room 204
Law 511 Section § 002

Prof. Drennan
wdrennan@siu.edu
618-453-8729 (office)
314-943-4683 (cell)
Office: Room 220

Casebook: Problems in Contract Law: Cases and Materials, by Knapp, Crystal, and Prince (9th ed. 2019), part of the Aspen Casebook Series (the “Knapp Casebook”)

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, followed with an analysis of situations when evidence of prior oral or written agreements will not be admissible because the parties subsequently memorialized their agreement in writing and failed to include the terms of the prior agreement. Throughout the semester we will consider the policy considerations that motivate the legal rules.

Attendance Policy: Attendance will be taken at the beginning of each 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 the classroom, unless the professor announces in class that this policy has been changed. The professor may audio record classes, and the professor may video record using the Law School’s technology. Classes may also be recorded for ADA compliance purposes.

Exams & Grading: There will be a one-hour midterm exam on Friday, October 11th beginning at 9:30 am. Also, there will be a three-hour exam at the end of the semester on Tuesday, December 3rd beginning at 8:15 a.m. It is anticipated that 10% of your grade will be based on the midterm exam, and 90% of your grade will be based on the final exam. It is anticipated that both the midterm and the final exam will be closed book exams.

Writing Assignments: We will have a writing assignment to comply with the writing-across-the-curriculum requirement and the requirement to have a bar exam-type assessment. Satisfactory completion of this assignment is required to be eligible to take the exam and complete the course.

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://salukicare.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.

Workload Expectation: 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 (scheduled for Tuesday and Thursday). The amount of assigned reading and out of class preparation should take you about 6 hours for the week. All told, applying the ABA standard to the number of credits offered for this class, you should plan on spending a total of 9 hours per week (3 in class and 6 preparing for class) on course-related work.

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.

Student Learning Objectives: 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.
- Assess whether the terms of an advertisement will be binding on a seller if a customer wishes to enforce the terms of the advertisement.
- Distinguish between a promise to make a gift in the future (which is not legally binding) and an offer to enter into a legally binding contract.
- 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.
- Analyze whether prior oral or written agreements will be enforceable if the parties subsequently enter into a written agreement that does not contain some of the prior understandings.

Projected Reading Schedule

(subject to change)

Except as otherwise noted, all references below are to the Knapp Casebook. There may be additional handout materials from time to time.

Class #1: (Tuesday, 8/20/19):

- Introductory Reading Materials pages 1-14 top (“Laughing All the Way to Contracts Class!!!” including the “Pepsi Points” Case) [Note: The “Introductory Reading Materials” will be provided on the TWEN page for the course.]
- Syllabus

Class #2: (Thursday, 8/22/19):

- Knapp Casebook pages 1 to 12 top
- Introductory Reading Materials pages 14 to 25 (including the summary of the *Cooper v. Smith* case, and the *Feldman v. Google* case)

Class #3 (Tuesday, 8/27/19):

- Introductory Reading Materials pages 26 through 31 (including the *Carnival Cruise Lines, Inc.* case).
- Knapp Casebook pages 12 bottom to 18 top
- We SKIP Knapp Casebook pages 18 bottom to 34

Class #4 (Thursday, 8/29/19):

- Knapp Casebook pages 35 to 51 middle (including the *Ray* case and *Loneragan v. Scolnick*), but SKIP Note #4 on page 45, Note #6 beginning on page 45 bottom, and Note #3 beginning at the bottom of page 50.

Class #5 (Tuesday, 9/3/19):

- Knapp Casebook pages 51 to 59 top (including *Normile v. Miller*)
- Introductory Reading Material pages 32 to 37 (including the *Izadi* case)

Class #6: (Thursday, 9/5/19):

- Knapp Casebook pages 59 to 60 middle (on “remedies for breach of contract”)
- Knapp Casebook pages 61 to 75 (including *Cook v. Coldwell Banker* and *Sateriale v. R.J. Reynolds Tobacco*)
- Plan to handout writing assignment [writing assignment due Thursday 9/12/19]

Class #7: (Tuesday, 9/10/19):

- CATCH-UP IF NECESSARY
- TWEN page case: *Cassinari v. Mapes*, 542 P.2d 1069 (Nev. 1975)
- Knapp Casebook pages 77 middle to 86 middle (including *Walker v. Keith*)
- [WE SKIP pages 86 middle to 101 middle]

Class #8: (Thursday, 9/12/19):

- [WRITING ASSIGNMENT DUE]
- Knapp Casebook pages 101 middle to 102 middle
- TWEN page case: *Hamer v. Sidway*, 27 N.E. 256 (N.Y. 1891) [Note: The version of *Hamer v. Sidway* in the Knapp Casebook includes some old doctrine that is no longer applicable.]
- SKIP Casebook pages 102 middle to 107 top
- Knapp Casebook pages 107 top to 115 middle (including *Pennsy Supply*)

Class #9: (Tuesday, 9/17/19):

- Knapp Casebook pages 115 middle to 120 middle (including *Dougherty v. Salt*)
- Knapp Casebook pages 129 middle to 139 top (*Dohrmann v. Swaney*)

Class #10: (Thursday, 9/19/19):

- Knapp Casebook pages 120 middle to 129 middle (including *Plowman*)
- Knapp Casebook pages 139 to 147 middle (including *Marshall Durbin Food Corp. v. Baker*) (but SKIP Note #2 on pages 145 and 146)

Class #11: (Tuesday, 9/24/19):

- Knapp Casebook pages 147 middle to 154 (including *Jannusch v. Naffziger* case)
- SKIP pages 154 bottom to 163 bottom

- Knapp Casebook pages 163 bottom to 174 middle (including the *Princess Cruises* case)

Class #12: (Thursday, 9/26/19):

- Knapp Casebook pages 174 middle to 193 top (including *Brown Machine v. Hercules* and *Paul Gottlieb* cases) (but SKIP Note #4 on page 192) [Prof. notes the statement at page 191: “UCC § 2-207 is very complicated, and difficult to interpret and apply”]
- SKIP pages 193 & 194

Class #13: (Tuesday, 10/1/19):

- Knapp Casebook pages 195 to 218 middle (including the *DeFontes v. Dell* and *Long v. Provide Commerce* cases)
- SKIP pages 218 middle to 224

Class #14: (Thursday, 10/3/19):

- Knapp Casebook pages 225 & 226
- SKIP pages 227 to 228 bottom
- Knapp Casebook pages 228 bottom to 236 bottom (including *Harvey v. Dow*)
- TWEN page case: *Cohen v. Cowles Media Co.*, 479 N.W.2d 387 (Minn. 1992)
- SKIP pages 236 bottom to 264 bottom
- Knapp Casebook pages 264 bottom to 265 bottom

Tuesday, 10/8/19 – No Class Due to Mid-Term Week

Thursday, 10/10/19 – No Class Due to Mid-Term Week

[Class #15?] Friday, 10/11/19 – Mid-Term Exam beginning at 9:30 a.m. [Note: We will count this as Class #15.]

[Note: A make-up class likely will be required because of the mid-term week.

Class #16:

- TWEN page case: *Grouse v. Group Health Plan, Inc.*, 306 N.W.2d 114 (Minn. 1981)
- Knapp Casebook pages 265 bottom to 274 top (including *Berryman v. Kmoch*)
- SKIP pages 274 top to 284

Class #17:

- Knapp Casebook pages 285 to 293 bottom (including *Pop’s Cones* case)
- SKIP pages 293 bottom to 294 bottom
- TWEN page case: *Pavel Enterprises*, 674 A.2d 521 (Md. 1996)
- Knapp Casebook pages 294 bottom to 296 top (Statutory Limits on the Power of Revocation -- UCC merchant’s firm offer)

Class #18: —Restitution:

- Knapp Casebook page 296 bottom to 297 middle – Introduction to Restitution
- SKIP Casebook 297 middle to 307 top
- TWEN page case – *Credit Bureau Enterprises, Inc. v. Pelo*, 608 N.W.2d 20 (Iowa 2000) and Notes (We will be studying the version on the TWEN page rather than the version of the *Pelo* case in the Casebook—the version in the Casebook does not integrate the updates in Restatement of Restitution (3rd) from 2011.)
- Knapp Casebook pages 307 middle to 315 middle (including *Commerce Partnership*)
- SKIP Casebook pages 315 middle to 327 bottom

Class #19: —Promissory Restitution:

- CATCH-UP IF NECESSARY
- Knapp Casebook pages 327 bottom to 340 top (including *Mills v. Wyman* and *Webb v. McGowin*)
- SKIP pages 340-344

Class #20: —Statute of Frauds:

- TWEN page case: *Dickens v. Quincy College*, 615 N.E.2d 381 (Ill. App. 1993)
- Knapp Casebook pages 345 to 356 (including *Crabtree*) (but SKIP Note #3 on page 354)

[Note -- Halloween is in here somewhere!!!]

Class #21: —Statute of Frauds:

- Knapp Casebook pages 357 to 377 middle (including *Beaver* and *Alaska Democratic Party v. Rice* cases)
- SKIP pages 377 middle to 380 bottom

Class #22: — UCC Statute of Frauds:

- Knapp Casebook pages 380 bottom to 390 middle (including *Buffaloe* case)
- TWEN page case: *Cloud Corp. v. Hasbro, Inc.*, 314 F.3d 289 (7th Cir. 2002)
- SKIP pages 390 middle to 394

Class #23: —Contract Interpretation:

- Knapp Casebook pages 395 to 416 middle (including *Joyner* and *Frigaliment*)
- SKIP pages 416 middle to 427 middle

Class #24: --Parol Evidence Rule:

- Knapp Casebook pages 427-437 (including *Thompson v. Libby*)
- TWEN page case: *Giani v. R. Russell & Co. Inc.*, 126 A. 791 (Penn. 1924)
- Knapp Casebook pages 438-450 bottom (including *Taylor v. State Farm*)

- SKIP pages 450 bottom to 460 top

Thanksgiving Break is in here somewhere!!!

Class #25:

- TWEN page cases: *Brown v. Oliver*, 256 P. 1008 (Kansas 1927); *Trident Center v. Connecticut General Life Insurance Company*, 847 F.2d 564 (9th Cir. 1988); *Riverisland Cold Storage v. Fresno-Madera Production*, 291 P.3d 316 (Cal. 2013)

[Remaining Classes – TBA – to be announced]