

# ***Contracts I Syllabus***

*(subject to change)*

**Fall 2020**

**Wednesday and Friday 11am to 12:15pm**

**Classroom: Room 102**

**Law 511-3 Section § 001**

Professor Lorelei Ritchie

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**Casebook:** Problems in Contract Law: Cases and Materials, by Knapp, Crystal, and Prince (9<sup>th</sup> 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 (or online, as necessary and allowed by the law school due to COVID-19 restrictions). 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:** The professor may record classes via audio or video (including for increased availability due to COVID-19 restrictions). Classes may also be recorded for ADA compliance purposes. No recordings should be used or disseminated without the professor's permission.

**Exams & Grading:** It is anticipated that there will be an online midterm exam on or around Tuesday, October 6, beginning at 10 am. It is also anticipated that there will be a three-hour online final exam at the end of the semester, on or around Friday, December 11, beginning at 10 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. The midterm and the final exam may be closed book exams. The schedule and means of administration will be updated in the coming weeks.

**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 final exam and to complete the course.

**Emergency Procedures:** We ask that you become familiar with **Emergency Preparedness @ SIU**. Emergency response information is available on posters in buildings on campus, on the Emergency Preparedness @ SIU website, and through text and email alerts. To register for alerts, visit: <http://emergency.siu.edu/>.

**Disability Policy:** SIU Carbondale is committed to providing an inclusive and accessible experience for all students with disabilities. Disability Support Services coordinates the implementation of accommodations. If you think you may be eligible for accommodations but have not yet obtained approval please contact DSS immediately at 618-453-5738 or [disabilityservices.siu.edu](http://disabilityservices.siu.edu). You may request accommodations at any time, but timely requests help to insure accommodations are in place when needed. Accommodations and services are determined through an interactive process with students and may involve consideration of specific course design and learning objectives in consultation with faculty. Upon completion of a Disability Accommodation Agreement with DSS, students should bring the agreements for each course to the School of Law Registrar's Office to ensure the School of Law provides the proper classroom and examination accommodations. Accommodation [request](#) and [renewal](#) forms can be found here: <https://law.siu.edu/academics/>.

**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) 453-2461, or [siucares@siu.edu](mailto: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](mailto:judiray@siu.edu), and her phone number is 618- 453-3135.

**COVID-19:** As a condition of on-campus enrollment, all SIUC students are required to engage in safe behaviors to avoid the spread of COVID-19, including the requirement that all students wear a mask in campus buildings, including classrooms, laboratories, and studios when others are present, regardless of social distancing. Students are expected to follow physical or social distancing guidelines by keeping at least 6 feet from others, and practicing good hand hygiene. Failure to comply with this policy may result in dismissal from the current class session. If the student refuses to leave the classroom after being dismissed, the student may be referred to the Office of Student Rights and Responsibilities. SIUC will follow federal, state and county public health recommendations and mandates in all decisions relating to university operation. Students should regularly review the link for the [SIUC COVID-19 response](#).

**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 Wednesday and Friday, except for the initial class scheduled during Orientation Week). 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 require 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 that deal with similar types of disputes 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.

# ***Contracts I – Fall 2020***

## ***Projected Schedule of Assigned Reading***

***(subject to change)***

Except as otherwise noted, all references are to the Knapp Casebook. There may be additional assigned online materials from time to time (which will be posted on TWEN). Please check TWEN for the latest schedule of assigned reading. I will also announce at the end of each class the assigned reading for the following class and for the following week. In order to best understand the material as we cover it, I do not recommend that you read ahead further than that. If you have a need to do so, please let me know, and I will provide the most updated information available. The tentative schedule for the first few classes are as follows.

Week 1: (First class, August 13 and Second Class, August 19)

- Week 1 assigned reading is Knapp Casebook pages 1-33
- For the first class, which is scheduled during Orientation Week, on Thursday, August 13, please read the Introductory Reading Materials, Knapp Casebook pages 1-12, and familiarize yourself with the syllabus
- For Class 2, on August 19, read Knapp 18-33

Week 2:

- Knapp Casebook pages 35-59 (covers two classes)

As noted, these and further assignments will be posted on TWEN.