

# ***Contracts I Syllabus***

*(subject to change)*

**Fall 2020**

**Tuesday & Thursday 1:15 to 2:30**

**Room 102**

**Law 511 Section § 002**

Prof. Drennan

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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 each class. 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 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 standard technology. Classes may also be recorded for ADA compliance purposes.

**Exams & Grading:** There will be a one-hour midterm exam, which is currently scheduled for Tuesday, October 6. Also, there will be a three-hour exam at the end of the semester during the regularly scheduled exam period. 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.

**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:** 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](mailto: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 objects 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 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.



# ***Contracts I – Fall 2020***

## ***Projected Reading Schedule***

*(subject to change)*

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

Class #1: (Tuesday, 8/18/20):

- Supplemental Reading Materials Part 1 pages 1-14 (“Ads, Offers, Jokes, Jests, Puffing, and Bluffing” including the “Pepsi Points” Case) [Note: The “Supplemental Reading Materials Part 1” will be provided on the TWEN page for the course under the heading “Course Materials.”]
- Syllabus

Class #2: (Thursday, 8/20/20):

- Knapp Casebook pages 1 to 12 top
- Supplemental Reading Materials Part 1 pages 14 to 26 middle (including the summary of the *Cooper v. Smith* case and the *Feldman v. Google* case)

Class #3 (Tuesday, 8/25/20):

- Supplemental Reading Materials Part 1 pages 26 middle through 32 top (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, 8/27/20):

- 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, 9/1/20):

- Knapp Casebook pages 51 to 59 top (including *Normile v. Miller*)
- Supplemental Reading Material Part 1 pages 32 top to 36 (including the *Izadi* case)

Class #6: (Thursday, 9/3/20):

- 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*)
- Distribute writing assignment? [writing assignment due Thursday 9/10/20?]

Class #7: (Tuesday, 9/8/20):

- CATCH-UP IF NECESSARY
- Supplemental Reading Materials Part 2 pages 1 to 3 (including the case of *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, 9/10/20):

- [Writing Assignment Due?]
- Knapp Casebook pages 101 middle to 102 middle
- Supplemental Reading Materials Part 2 pages 3 top to 5 top (including the case of *Hamer v. Sidway*, 27 N.E. 256 (N.Y. 1891)) [Note: We skip the version of *Hamer v. Sidway* in the Knapp Casebook because it 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, 9/15/20):

- 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, 9/17/20):

- Knapp Casebook pages 120 middle to 129 middle (including *Plowman*)
- Supplemental Reading Materials Part 2 pages 5 top to 11 top (including the case of *Petition of Schaeffner*, 410 N.Y.S.2d 44 (1978))

Class #11: (Tuesday, 9/22/20):

- Knapp Casebook pages 147 middle to 154 bottom (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, 9/24/20):

- 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 (Note #3): “UCC § 2-207 is very complicated, and difficult to interpret and apply”]
- SKIP pages 193 & 194

Class #13: (Tuesday, 9/29/20):

- 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, 10/1/20):

- Knapp Casebook pages 225 & 226
- SKIP pages 227 to 228 bottom

- Knapp Casebook pages 228 bottom to 236 bottom (including *Harvey v. Dow*)
- Supplemental Reading Material Part 2 pages 11 top to 17 (including the case of *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, 10/6/20 – Mid-Term Exam – [we will count the mid-term exam as Class #15]

[Note: Arrangements will be made to make up the class missed during mid-term week. It is anticipated that this make up class will be counted as Class #16 and will cover:]

- Supplemental Reading Materials Part 2 pages 18 to 20 (including the case of *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: (Tuesday, Oct. 13, 2020)

- Knapp Casebook pages 285 to 293 bottom (including *Pop's Cones* case)
- SKIP pages 293 bottom to 294 bottom
- Supplemental Reading Materials Part 2 pages 21 to 34 (including the case of *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: (Thursday, Oct. 15, 2020)—Restitution:

- Knapp Casebook page 296 bottom to 297 middle – Introduction to Restitution
- SKIP Casebook 297 middle to 307 middle
- Supplemental Reading Material Part 3 pages 1 to 14 top (including the case of *Credit Bureau Enterprises, Inc. v. Pelo*, 608 N.W.2d 20 (Iowa 2000) and Notes (We will be studying this version of the case 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 (3<sup>rd</sup>) from 2011.)
- Knapp Casebook pages 307 middle to 315 middle (including *Commerce Partnership*)

Class #19: (Tuesday, Oct. 20, 2020)—Restitution/Promissory Restitution:

- Knapp Casebook pages 315 middle to 327 bottom (including the case of *Watts v. Watts*)
- Knapp Casebook pages 327 bottom to 340 top (including *Mills v. Wyman* and *Webb v. McGowin*) (but Skip Notes 3 & 4)
- SKIP pages 340-344

Class #20: (Thursday, Oct. 22, 2020)—Statute of Frauds:

- Supplemental Reading Material Part 3 pages 14 top to 18 middle (including the case of *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)

Class #21: (Tuesday, Oct. 27, 2020)—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: (Thursday, Oct. 29, 2020)—UCC Statute of Frauds:

- Knapp Casebook pages 380 bottom to 390 middle (including *Buffaloe* case)
- Supplemental Reading Materials Part 3 pages 18 middle to 23 (including the case of *Cloud Corp. v. Hasbro, Inc.*, 314 F.3d 289 (7<sup>th</sup> Cir. 2002))
- SKIP pages 390 middle to 394

Class #23: [At the present time, the expectation is that there will be no classes on Tuesday Nov. 3 because of the election – we will arrange a make-up which will be Class #23]—Contract Interpretation:

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

Class #24: (Thursday, Nov. 5, 2020)—Parol Evidence Rule:

- Knapp Casebook pages 427 middle to 437 (including *Thompson v. Libby*)
- Supplemental Reading Material Part 3 pages 25 to 27 (including the case of *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

Class #25: (Tuesday, Nov. 10, 2020)

- Supplemental Reading Materials Part 4, pages \_\_\_\_\_ to \_\_\_\_\_ (including cases *Brown v. Oliver*, 256 P. 1008 (Kansas 1927); *Trident Center v. Connecticut General Life Insurance Company*, 847 F.2d 564 (9<sup>th</sup> Cir. 1988); *Riverisland Cold Storage v. Fresno-Madera Production*, 291 P.3d 316 (Cal. 2013))

[Remaining Classes – TBA – to be announced]

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