Connecting the Dots: Working Across the Curriculum

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One of the probably inevitable, but unfortunate, results of current first year curriculum is the tunnel vision developed in many students regarding the individual subject matters that form the core of most "traditional" law school curricula. From the students' perspective, issues studied in contracts class relate only to contract law, issues studied in torts class relate only to tort law, and so forth. Students learn quickly to wear their "contract hat" in contracts class and to take it off the minute they step out of the classroom or finish their assigned readings.

Life in the outside world is not so neatly regimented. Clients don't walk in to a lawyers' office and say, "I have a contract law problem," so the lawyer knows to get out the contract law hat and put it on. To the contrary, in today's world of complex legal relationships those lawyers who most thoroughly serve their clients' needs are the ones who perceive the interrelationship of various issues and consult with appropriate specialists in each of a myriad of legal subject matters. This ability to wear several hats at once is a difficult one to teach. We all appreciate the neatness of the box approach to life where every issue and problem is carefully circumscribed by some, usually arbitrary, limits. The difficulty is, such approach can be disastrous for our students once they leave academia and move into practice.

I certainly do not intend to advocate in this article a curriculum with no subject matter lines. Although it might be an interesting experiment, I doubt that I could effectively convey to my students the complex subject matter of first year contracts if they didn't have at least some focus narrowed to the precise subject matter at hand. But I do believe that some of this tunnel vision can be effectively combated by actively encouraging students to recognize the undeniable interrelationship between the courses they are studying.

In my first year contracts class, although the focus of classroom discussions must necessarily be the principles, policies and theories of contract law, we also spend time "connecting the dots" with such diverse subject matters as torts, property law, ethics, civil procedure, criminal law and constitutional theory (particularly First Amendment).

In the first week of classes, before the students have had an opportunity to become hardened in their view of separability of curriculum, they are introduced to the problem of interposing contract solutions to areas involving social policies from other subject areas through the Baby M case, *Matter of Baby M*, 109 N.J. 396, 537 A.2d 1227 (1988). Aside from encouraging some lively debates about the question of surrogacy contracts, it allows the students to see first hand that relief granted by the court in what is purported to be a contract case may be influenced by principles and policies adopted from another "branch" of law -- in this instance, family law. This interrelationship between subject matters continues as students are exposed to other cases where contract principles collide with or reflect are altered to accommodate policies

and concerns from other areas of the law.

In order to begin to expose students to the concept that ethics does not reside in a vacuum, but should be a part of their daily consciousness when they are in practice, I use cases such as *Fleming Co. of Nebraska, Inc. v. Michals*, 230 Neb. 753, 433 N.W. 2d 505 (1988), and *In re Segall*, 177 Ill. 2d 1, 509 N.E.2d 988 (1987). *Fleming* provides a good discussion of the issues of offer and mirror-image acceptance, while also giving me the opportunity to discuss such diverse ethical topics as the responsibility of prompt and clear client communications and the need for the prompt treatment of settlement offers. Similarly, *Segall* provides an unfortunate example of a lawyer violating Disciplinary Rule 7-104 (communication between an attorney and a party represented by counsel) that gives students the opportunity to explore the contract issues of accord and satisfaction within the context of a lively ethical debate regarding the lawyer's role in representing his client's interests zealously.

Initial introduction to constitutional concepts such as free speech and the interrelationship between state-based contract laws and Constitutional rights can be accomplished using *Cohen v. Cowles Media Co.*, 111 S . Ct. 2513, 115 L.Ed. 2d 586 (1991) (involving breach of a reporter's promise of confidentiality). The interrelationship between criminal law and the contract issue of "consideration" can be demonstrated through use of *People v. Starks*, 106 Ill.2d 441, 478 N.E.2d 350 (1985)(involving breach of an agreement to dismiss an indictment upon the accused's passing a polygraph test). Probably one of the best examples of the interrelationship between contracts and other first year curriculum is *Sullivan v. O'Connor*, 363 Mass. 579, 296 N.E.2d 183 (1973). Aside from setting forth the well-recognized issues of the types of interests for which contract remedies could or should be granted, with the court's decision that the physician's actions did not qualify as negligence, and the consideration of the reward of monetary damages for such traditional tort relief as pain and suffering and mental anguish, *Sullivan* provides an excellent opportunity to discuss the policy issues behind two related areas of law that have notably different goals behind them.

In addition to providing a useful connection to other subject areas to further enforce the interrelationship between courses, I find that my Contracts I students particularly appreciate the use, early in the semester of contracts cases to discuss the structure of the U.S. civil judicial system (both state and federal). I also spend part of one class period having one of my colleagues provide a brief overview of the stages of civil litigation (from complaint, through motions for summary judgment, through appeal). This overview eliminates much of the confusion over the procedural posture of the cases we subsequently study, thus allowing our class discussions to focus on the pithier issues of contract theory and policy.

The list of cases and interconnection provided in this article is intended to be illustrative only. Furthermore, I do not mean to suggest by this article that I spend a great deal of class time discussing "extra-contractual" doctrines. I do not have the arrogance to believe myself an expert in the highly specialized areas of law taught by my colleagues, nor do I have the time to cover my own subject matter in the depth I would like to permit me to spend a great deal of time wandering into discussions of other areas of the law. What I do suggest, though, is that with a little diligence and by keeping our eyes open for opportunities, each of us can continue to expose our students to

the important principle that no subject area of law exists in a vacuum. By giving them the opportunity early in their law school experience to see the inter-connection between various aspects of the law, we can begin to actively and explicitly fight the tunnel vision approach to law that can be so disastrous in our students' future endeavors. Although I have focused on the use of contract cases, I am certain other first year courses provide an equal opportunity to ""connect the dots" and enrich each student's law school experience.