

Written Advocacy
Spring 2012
Issue No. 1 Contract Enforceability

In declaring the contract between ATA and FedEx unenforceable, the panel opinion cites to three Seventh Circuit cases as controlling authorities. Op. 9-10 (citing *Haslund v. Simon Property Group, Inc.*, 378 F.3d 653 (7th Cir. 2004); *PFT Roberson, Inc. v. Volvo Trucks North America, Inc.*, 420 F.3d 728 (7th Cir. 2005); and *Skycom Corp. v. Telstar Corp.*, 813 F.2d 810 (7th Cir. 1987). None of these cases applied Tennessee law. *Haslund* (Illinois law); *PFT Roberson* (Illinois law); *Skycom* (Wisconsin law).

For this assignment, begin by re-reading the relevant portion of the panel's opinion (pp.53-62 of course materials). You may also want to look up and skim through the three cases cited above, but I am not sure that is necessary. Also re-read the relevant parts of the FRAP and Seventh Circuit Rules (pp. 81-89 of course materials). Then, sketch out all of the potential appellate arguments that could be raised as to the panel's citation to these authorities and ruling that the contract is not enforceable. Among all of the potential appellate possibilities you have thought of, how would you recommend proceeding?

Your work is not going to be turned in, so it can be informal and does not need to be fully fleshed out. Indeed, you should aim for about one page or less for this entire assignment. Come prepared to class to discuss this material.