

CONTRACTS
Professor Jim Hawkins
Fall 2013

Course Description

Not all promises are legally enforceable. This course studies what separates enforceable promises from unenforceable ones. Our study will be broken into three major groups of questions:

(1) Is there an enforceable promise and what does it mean? We will look at how to make enforceable promises—i.e., the requirements for forming contractual relationships, including offer, acceptance, and consideration. After a contract is formed, issues arise regarding what the contract means, so we will examine how courts interpret contracts.

(2) Did the parties perform according to the contract? If a party breached, does it have any defenses to the breach? Sometimes parties do not live up to their promises either by not performing at all or by performing defectively. We will look at what parties must do to “perform” and what defenses parties can assert when they fail to perform properly.

(3) What are the remedies for a breached contract? We will explore what a party can get when the other side of a contract fails to fulfill its promises.

The objectives of the course are for you to learn the rules and doctrines of the law of contracts; for you to understand the ethical and professional issues that arise in connection with contracts; and for you to be able to integrate the information you learn in this class with other practical and analytical skills necessary to the practice of law.

Course Material

The two required texts for this course are:

Farnsworth, Young, Sanger, Cohen, Brooks and Garvin, *Contracts: Cases and Materials* (8th ed. 2013)

Farnsworth, Young, Sanger, Cohen, Brooks and Garvin, *Selections for Contracts 2013*

Attendance

The Law Center requires students to attend at least 80% of the scheduled classes. Students who do not attend 80% of the classes can be automatically dropped from the course. I will keep track of attendance by passing around a sign-in sheet after class starts. It is an Honor Code violation to sign in for another student.

If a class has to be rescheduled, I will notify you as soon as possible and schedule a makeup class at a time during which you do not have any other classes.

Grading

Your grade will be based on a final examination consisting of short answer and essay questions. You may use any written materials you would like during the examination. The final examination will take place December 13, 2013 from 9:00 am to 1:00 pm. The examination will consist of (1) an hour long reading period during which you are only allowed to review the examination and draft answers on scratch paper and (2) a three hour long writing period during which you are allowed to type in or write the answers you will turn in for credit.

Class participation will also be part of determining your grade and is important to learning the material. I will call on students randomly each day to discuss the assigned material. If you are in class but unprepared on two occasions that I call on you, I will lower your grade by one step (e.g., from a B to a B-).

Contact Information/Office Hours

Office:	Bates Law Building #130
Office Hours:	Monday noon – 1:00pm Tuesday noon – 1:00pm Wednesday noon – 1:00pm
Telephone:	713-743-5018
E-mail:	jrhawkins@uh.edu

Please feel free to stop by my office during office hours or anytime, to e-mail me, or to set an appointment in order to discuss the class material or anything else of interest to you.

Accommodation of Disabilities

The University of Houston Law Center strives to assure equal access and full participation by people with disabilities. If you require services because of a disability, you may notify Sharon Nellums-Goosby, Academic Records Coordinator in the Office of Student Services, in person in room 44A TU II, by e-mail at SNellums@central.uh.edu, or by phone at 713-743-2187. This voluntary self-identification allows the University to prepare any necessary and appropriate support services to facilitate your learning.

Any requests for exam accommodations should be directed to Linda Lee at LLee@central.uh.edu or 713-743-1751 and should be made as soon as possible to allow adequate time to document and process the request.

Assignments

The following is the first set of reading assignments. I will provide subsequent assignment lists in class. Please read all the notes and complete all the problems following the cases and the texts unless the assignment states otherwise.

I. Introduction

Assignment 1: 1-2; *Hawkins* (2)

Assignment 2: *Bayliner* (4); 8-10; *UNSI* (10); 14-15; 21-24 (omit note 1)

Assignment 3: *Sullivan* (15); 27-31

II. Contract Formation

A. Consideration and Alternatives to Consideration

Assignment 4: 31-35; *Hamer* (35); 42; *Dyer* (43)

Assignment 5: *Feinberg* (48); *Kirksey* (58); 61; *Lake Land* (62); 68-70

Assignment 6: 71-73; *Strong* (73) (omit note 3 and problem); 76; *Mattei* (76)

Assignment 7: 80-81; *Zoltek* (81); *Wood* (86); 90-92

Assignment 8: *Ricketts* (92); 95-97; *Feinberg* (97); 99-100; 112-113; *Cotnam* (114) (omit notes); *Callano* (117); *Pyeatte* (121)

B. Offer, Acceptance, and Termination of Power to Accept

Assignment 9: 125-126; *Lucy* (126); 140 (starting with The Offer)-141; *Owen* (142); *Fairmount Glass Works* (145)

Assignment 10: 148; *Lefkowitz* (148); *Kastorff* (read entire handout)

Assignment 11: 156-157; *International Filter* (157); 166-167; *Allied Steel* (167); 170; *Corinthian Pharmaceutical Systems* (170); 175-177

Assignment 12: 177-181; *Dickinson* (181); 184-187

Assignment 13: 187-188; *Drennan* (188); 194-97; *Wilson* (197)

Assignment 14: 199-206; *Dorton* (206); *C. Itoh* (210); 212-213; 217; *Northrop* (218)

C. Precontractual Liability

Assignment 15: 234-236; *Hoffman* (236); 252; *Grossman* (252)

III. Contract Interpretation

(forthcoming)

IV. Remedies

(forthcoming)

V. Performance

(forthcoming)

VI. Defenses to Breach

(forthcoming)