Syllabus

The course meets on Tuesdays and Thursdays from 9:00 to 10:30 A.M., in TU II 117.


The Haggard book is excellent, but it was intended as a supplement to a substantive Contracts course and is not enough to fill up a three-credit course. I will supplement it as I explain below. This portion of the syllabus covers only Part I of the course, covering the first four weeks. In the next week or two at most, I will add the assignments for Part II. Part III will involve more complex assignments covering contracts closer to what you will deal with in practice. I am gathering suggestions from colleagues and practitioners. I expect that we will need to spend time learning the substantive law governing the area of the contract, e.g., oil and gas leases, an advertising contract, an employment contract, a real estate transaction. (Do understand that these are just examples and may not be the types of contracts actually involved, but I will get the details to you as early in the term as possible.

Some housekeeping details.

There will be no exam in the course.

Normally, courses like this are not graded anonymously. I am willing to discuss this with the class, but anonymous grading will require a good deal of administrative work and will make it harder to have close contact between me and each of you. At the least, it would require that you get a new exam number for each assignment, that you email your answers to a third party, either Derrick Gabriel, who has plenty of other things to do, or to my faculty suite’s secretary, Sandra M. Jackson, who has nine other bosses and might be believed by the more suspicious (paranoid?) members of the class, to be giving me your names before I grade. Then I would grade your material, give it back to the intermediary, have it sent to you, and then find out who wrote what. The alternative would trust me to be honest, and enable us to talk before you turn in your assignments, especially the more complex ones. We can discuss this in class.

All the assignments must be turned in on time. If you have an illness or family emergency, I will certainly listen to your request, in advance, for some dispensation. But clients and bosses expect your work to meet deadlines.

Here is how the course will break down:
Part I: Reading assignments in Haggard for the first four weeks of the term. These reading assignments include relatively straightforward beginning exercises from Haggard that I will not be grade but that we will go over closely in class. Well before the four weeks have expired, I will add Part II.

Part II: More complex exercises from Haggard, which will be graded. This second portion will probably bring us close to November 1. I expect to give you the assignments for Part II within the first two weeks of the term, and perhaps even before the first class. I will inform you in advance when I will start grading, and how I will do it.

Part III: These will be closer to what you will do in practice. I will get all the assignments and due dates to you before we begin Part III. We will discuss the necessary basic background substantive law for each assignment and then you will have enough time to do a thorough job. I will make every effort to get my comments on your work back to you in time for you to make improvements for the next assignment. I will also meet individually with each of you before you complete your drafting so that you can ask questions and discuss ideas with me before you commit them to the final product.

Any time you have questions about the course or complaints, please email me at Plinzer@uh.edu. I may create a separate email address for submission of assignments for grading, but for ordinary communications, please use the email address I’ve just listed. Also feel free to drop into my office or email me for an appointment. I will set up office hours, probably on the days of our classes, when I have a sense of what is convenient for the class members.

**Reading Assignments and Drafting Exercises**

Part I:

**Tuesday, August 25, 2015:** What the course is about. What transactional lawyers do. How to think about drafting a contract. Haggard i-ix, 1-14 (to Chapter 2, Part (F) (3)).

**Thursday, August 27, 2015:** Beginning to draft a contract. Haggard 14-23. We begin exercises in Haggard today. Always come to class prepared to answer the exercises in detail. At this point in the course your answers will not be graded, and I don’t want them turned in, but you should think them out carefully, and definitely write out your answers to Exercise #2. (With respect to #2, there may be more than one acceptable answer, but that doesn’t mean that all answers would be equally as good. Give a lot of thought to how you answer the exercise and be prepared to explain your choices.) Generally, you should write out your answers. I and your future bosses and clients are not interested in your off-the-cuff answers.

**Tuesday, September 1, 2015:** The words you use and how – and why – you use them. Haggard 24-38.
**Thursday, September 3, 2015**: Ambiguity. Haggard 39-47. Ambiguity is the drafter’s worst sin. It can usually be avoided, but you must think words through. The assignment is short in number of pages, but intense in ideas. Do it very carefully. You have to train yourself to be alert for ambiguities. Other topics are pretty easy to keep in mind, but ambiguities sneak up on you, and you can easily miss them.

**Tuesday, September 8, 2015**: Definitions. Haggard 48-54. *I may add more exercises in definition to the reading*. Definitions are hard to write, and not particularly exciting, but they are critical to the success of a contract. You can make a contract work or cause it to fail, depending on how carefully – and creatively – you write the definitions.


**Tuesday, September 15, 2015**: “The Anatomy of a Contract Transaction”. Haggard 70-87. Read this closely and analyze everything in it. I will give out more detailed instructions before this class. You will probably be asked to rewrite parts of the documents.

**Thursday, September 17, 2015**: Computer Assisted Drafting. Haggard 88-105. Given the changes in legal research, legal stenography and the ability to find forms to use, it is important to look at the impact of computers, both twelve years ago, when the book was written, today, and in the near future, when you begin your legal careers.

**Part II:**

Drafting exercises from Haggard 106-54. This Part should run about six weeks, to about October 29. Depending on how fast I can mark them, grade them and return them to you, there could be as many as ten graded exercises. On the other hand, if I conclude that you will need more time for Part III, I may shorten Part II and give you more time for each of the assignments in Part II.

**Part III:**

I envision about four exercises, involving fairly complex business deal, with class time devoted in part to the legal background. This will take us to the end of the term.