

**CONTRACTS**  
**Professor Jim Hawkins**  
**Fall 2017**

**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*

**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 multiple choice and essay questions. You may use any written materials you would like during the examination.

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: by appointment with professor  
Telephone: 713-743-5018  
E-mail: [jrhawkins@uh.edu](mailto: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 Derrick Gabriel, Director of Student Affairs, in person in room 46 TUII, by e-mail at [dgabriel@central.uh.edu](mailto:dgabriel@central.uh.edu), or by phone at 713-743-2189. 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 Mr. Gabriel and should be made as soon as possible to allow adequate time to document and process the request.

### **Counseling and Psychological Services**

Counseling and Psychological Services (CAPS) can help students who are having difficulties managing stress, adjusting to the demands of a professional program, or feeling sad and hopeless. You can reach CAPS ([www.uh.edu/caps](http://www.uh.edu/caps)) by calling 713-743-5454 during and after business hours for routine appointments or if you or someone you know is in crisis. No appointment is necessary for the "Let's Talk" program, a drop-in consultation service at convenient locations and hours around campus. [http://www.uh.edu/caps/outreach/lets\\_talk.html](http://www.uh.edu/caps/outreach/lets_talk.html)

### **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); UCC 2-306 and comments; *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)