

CONTRACTS
Professor Jim Hawkins
Fall 2021

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.

Learning Outcome

Through and as a result of this course, students will: (1) demonstrate understanding of the rules and doctrines contract law; and (2) demonstrate knowledge of the principles used to interpret cases and statutes relating to contracts.

Course Material

The two required texts for this course are:

Farnsworth, Young, Sanger, Cohen, Brooks and Garvin, *Contracts: Cases and Materials* (9th ed. 2019)

Farnsworth, Young, Sanger, Cohen, Brooks and Garvin, *Selections for Contracts* (any recent version)

Attendance

The Law Center requires students to regularly attend classes.

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.

Assessment

Your grade will be based on a final examination consisting of multiple choice and essay questions. You may use one sheet of 8.5" x 11" paper with notes on it 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 – virtual only
Office Hours: by appointment with professor
Telephone: 713-743-5018
E-mail: jrhawkins@uh.edu

I will hold office hours via Zoom or telephone. I will provide the link via email.

Accommodation of Disabilities

UHLC is committed to ensuring that all students enjoy equal access and full participation. If you anticipate or experience barriers based on a disability (including any chronic or temporary medical or mental health condition), please feel free to reach out to me so that we may discuss options. If you require any support services, you may contact Ms. Samantha Ary, Academic Records Coordinator. Ms. Ary is located in room 44A TU-II in the Office of Student Services suite, and she can be reached at sary@central.uh.edu or 713-743-7466. Requests for accommodation that involve graded assignments must be directed to Ms. Ary and should be made as soon as possible to allow adequate time to document and to 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) 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

The Texas Lawyers' Assistance Program ("TLAP") also supports law students who are dealing with stress, anxiety, depression, substance abuse, and other mental health problems. You can reach TLAP at any time at 1-800-343-8527. TLAP's website includes a page with links to sources about mental health that are of interest to law students: <https://www.tlaphelps.org/lawstudents>

Class Recording/Tobacco Use

Students may not record the class without prior permission from the professor or Student Affairs.

The University of Houston prohibits tobacco use in class, including chewing tobacco.

Anti-Discrimination and Sexual Misconduct Policies

UHLC and the University of Houston are committed to maintaining and strengthening an educational, working, and living environment where students, faculty, staff, and visitors are free from discrimination and sexual misconduct. If you have experienced an incident of discrimination or sexual misconduct, a confidential reporting process is available to you. For more information, please refer to the University System's Anti-Discrimination Policy SAM 01.D.07 and Sexual Misconduct Policy SAM 01.D.08. Please be aware that under the sexual misconduct policy, SAM 01.D.08, faculty and other University employees are required to report to the University any information received regarding sexual misconduct as defined in the policy. Due to this reporting requirement, faculty members and other employees are not a confidential resource. The reporting obligations under the sexual misconduct policy extends to alleged conduct by University employees and students.

Assignments

I will provide additional assignment lists in the future. 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); Note 1 p.574; 8-10; *Hawkins* (11); *Sullivan* (15)

Assignment 3: 20-21; *UNSI* (21); 26; *Morris* (27); read quickly: 34-48

II. Contract Formation

A. Consideration and Alternatives to Consideration

Assignment 4: 48-53; *Hamer* (53); 60-61; *Dyer* (62)

Assignment 5: *Feinberg* (68); *Kirksey* (80); 83; *Lake Land* (83); 90-93

Assignment 6: 93-96; *Strong* (96) (omit problem); 99-100; *Mattei* (100)

Assignment 7: 105; *Zoltek* (106); UCC 2-306 and comments; *Wood* (111); 115-118

Assignment 8: *Ricketts* (119); 122-124; *Feinberg* (125); 126-128; 142-144; *Cotnam* (144) (omit notes); *Callano* (148)

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

Assignment 9: 161-163; *Lucy* (163); *Lamps Plus* (174); 179-184

Assignment 10: 184-185; *Owen* (186); *Fairmount Glass Works* (189); 192-193; *Lefkowitz* (194); *Kastorff* (read entire handout from Professor Hawkins)

Assignment 11: 204; *Wucherpennig* (205); *International Filter* (207); 218-220; 220; *Corinthian Pharmaceutical Systems* (220); 225-227

Assignment 12: 228-232; *Dickinson* (233); 237-240

Assignment 13: 240-241; *Drennan* (241); 248-251; *Wilson* (251); MBR handout

Assignment 14: 257-264; *Dorton* (264); *C. Itoh* (269); 271-272; 277; *Northrop* (277)

C. Precontractual Liability

Assignment 15: 297-298; *Hoffman* (299); 316; *Grossman* (316); 323-324; 328-332

III. Contract Interpretation

(forthcoming)

IV. Remedies

(forthcoming)

V. Performance

(forthcoming)

VI. Defenses to Breach

(forthcoming)