CONTRACTS
FALL 2025 – LAW 5409 SECTION 12520

SYLLABUS

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Office Hours: Monday, Wednesday, 12:00 p.m. – 1:00 p.m. (in office) and by appointment.

REQUIRED TEXTS

1. PROBLEMS IN CONTRACT LAW: CASES AND MATERIALS (10TH ED. 2023) by Knapp, Crystal, Et. Al. (ISBN # 978-1-5438-5630-9)("CB" or "Casebook")

2. RULES OF CONTRACT LAW (2023 ED.)(ISBN # 9781543850826) by Knapp, Crystal, Prince Hart, and Silverstein (Readings from here will be identified by section. For example, Restatement Second of Contracts Section 20 will be referred to as R2 § 20. Uniform Commercial Code Section 2-207 will be referred to as UCC § 2-207.

CLASS PARTICIPATION AND ATTENDANCE

Attendance: The Law Center Student Handbook reads in part: "The Law Center has a minimum 80% attendance policy for students. Any student who attends fewer than the minimum percentage of classes may be dropped automatically from the class. Faculty members are free to impose stricter attendance standards. Faculty members may consider those who come in late or leave early as absent, or may decline to let a late student attend that day."

You must come to class unless you have a legitimate reason for not doing so. Illness is a legitimate reason. Out of consideration for your colleagues, do not come to class if you are ill. I will keep track of attendance and I expect you to do the same. Absences in violation of law center policy may be sanctioned by a reduction in the final grade or, in egregious cases, by involuntary withdrawal from the class.

Participation: I expect everyone to have read and thought about the problems and the cases and other readings assigned for each day's class. This is for your benefit, as learning is not a passive endeavor. It is also for my benefit, so that I can see how you're thinking about the class, and to know where I've been unclear in my presentation.

Illness or other issues: If you miss class due to illness or for any other reason, please get notes from your colleagues. If someone asks you for notes for a missed day of class, I expect you to do the human thing and share with them the notes for that day. This is different than being asked for your notes for every day, of the course. You may also discuss what you missed with

me, but please do so as soon as possible after you have returned from your illness (but not while you are contagious).

EXAMS AND GRADING

I will give a practice exam toward the midpoint of the course. It will be ungraded, but we will go over the exam in class.

There will be one final exam. Your exam will be comprehensive. You will be allowed to bring to the exam whatever (inanimate) objects bring you comfort, except (i) those prohibited by law and University Policy; (ii) commercial outlines, and; (iii) outlines created by other students (apart from any group outlines created by students consisting entirely of members of this course). More information on the final exam will be provided before the exam period.

CLASS TIMES AND OFFICE HOURS

Class Meeting Times: 9:00 p.m. – 10:30 a.m., Monday, Wednesday, and Thursday

Class Location: TBD

Office Hours: MW 12:00 p.m. – 1:00 p.m.

READING ASSIGNMENTS

1. Read the Syllabus; Read CB pp. 1-34. R2 §§1, 2, 4, 17(1), 20, 153. Compare § 20 with § 153.

2. *Lucy v. Zehmer*, 84 S.E.2d 516 (Va. 1954). The case will be e-mailed to you.

3. Timing Issues: Offer & Acceptance, CB pp. 35-51 (class discussion will focus on *Lonegran* and the notes). R2 §§ 24, 26, and 36.

4. O&A continued: CB pp. 52-66, R2 §§ 45, 25 (*Cook*, *Sateriale*). Also read Izadi v. Machado Gus Ford, 550 So. 2d 1135 (1989)(case will be e-mailed).

5. Other Mutual Assent issues: Harlow & Jones, 424 F. Supp. 770 (will be emailed to you); UCC §§ 2-204(1), 2-207(3)), CB pp. 68-85 (*Walker*)

6. Consideration: CB 87-93; 102-106; 215-217 (*Hamer, Kirksey, Dougherty*)

7. CB pp. 108-115. (*Plowman and Dohrmann*)(skip note 2 on p. 113). (Dohrmann will be e-mailed to you).

8. *Batsakis v. Demotsis,* 226 S.W.2d 673 (1949)(case will be e-mailed).

9. Promissory Estoppel: Read Wright v. Newman, 467 S.E.2d 533 and Greiner v. Greiner, 293 P. 759 (cases will be e-mailed). CB 217—225 (*Harvey*).

10. Read CB pp. 224-243. Class will focus on *King* and *Katz*.

11. CB pp. 243-253. Class will focus on *Aceves*.

12. CB pp. 263-273. R2 §§ 45, 87(2), and 90. Class will focus on *Baird* and *Drennan*.

13. CB pp. 255-263 and 273-282. Class will focus on *Berryman* and *Pop's*.

14. Electronic Contracting, CB pp. 181-208

15. Restitution in the absence of agreement. CB pp. 286-317 (*Commerce*, *Pelo*)

16. Promissory Restitution, CB pp. 317-330. (*Mills*, *Webb*).

17. Statute of Frauds. CB, pp. 335-370. (*Crabtree, Beaver, Rice*. Skip Problem 4-1).

18. Statute of Frauds: CB Text, pp. 373-382. (*Hart*)

19. TAKE PRACTICE EXAM. We will go over it the following class.

20. Implied Promises: CB pp. 485-496 (*Wood, Leibel*); 496-517 (*Morin*); Warranties, CB pp. 551-552.

21. Good Faith continued: CB pp. 519-545. (*Locke, Geysen*)

22. Parol Evidence Rule: The Ambiguity Determination. CB 387-406.

23. Ambiguity Prong of the PER: CB pp. 441-455 (skip notes 1 and 5 on pp. 451, 453)(*Taylor*) Contextualist Methodology: CB, pp. 406-418 (*Frigaliment*).

24. Whose Meaning? CB pp. (418-429)(*Joyner*, *C & J Fertilizer*)(Joyner will be e-mailed to you)

25. Integration Prong of the PER; Read *Mitchill v. Lath*, 160 N.E. 646 (1928). CB pp. 430-441, and note 1, p. 451 (*Thompson*).

26. Integration continued. CB, pp. 454-475 (*Sherrod* and *Nanakuli*).

27. Express Conditions: CB pp. 825-850 (*Oppenheimer, J&A Realty*).

28. Implied or Constructive Conditions: CB pp. 850-863 (*Jacob & Youngs*).

29. Implied or Constructive Conditions: CB, pp. 863-879 (*Sackett, Truman & Flatt*)

30. Defenses and Excuses. CB, pp. 575-605 (*Dodson, Sparrow Totem Marine*)

31. Undue Influence, Misrepresentation and Nondisclosure: CB, pp. 606-632 (*Odorizzi*, *Martinez-Gonzalez;* 632-657 (Syester, Hill)

32. Unconscionability and Public Policy: CB, pp. 661-677, 706-740 (*Williams*, *Valley Medical* and *P.M. v. T.B.*).

33. Mistake: CB, pp. 743-768 (*Lewanee*).

34. Mistake: Changed Circumstances: CB pp. 768-791 (*Hemlock, Mel Frank)*.

35. Changed Agreements/Modifications: CB pp. 791-821 (*Alaska Packers, Kelsey-Hayes* and *Brookside Farms*).

36. Expectation Damages: Calculations CB pp. 893-922

37. Restrictions on Recovery: CB pp. 922-941

38. Restrictions on Recovery, cont'd: CB pp. 941-966

39. UCC Remedies: CB pp. 992-1000

40. Alternatives to Expectation Damages: CB pp. 1021-1062

41. Practice Assignment: Spot the issues with the standard lease form (will be e-mailed).

42. Review and hand out Final Exam.

MANDATORY AND RECOMMENDED SYLLABUS LANGUAGE

The University of Houston or other regulators require the following language. To the extent that the University changes any language after this syllabus was drafted and required to be submitted, the University's new language governs and not that contained in the syllabus. Should this syllabus fail to include mandatory syllabus language the University requires, that language still applies to the course even if it is not expressly provided in this syllabus. **As the University requires my syllabus many months in advance of the course commencing yet frequently mandates updates days before the semester commences, you should check the posted online syllabus for such changes at the beginning of the semester and continually throughout.**

ABA Mandatory Syllabus Language

Learning Outcomes: At the end of this course, the student should be able to: (1) Explain the definition of a contract, its role in society, and the basis for enforcing promises, including promissory estoppel and quasi-contract; (2) Identify and explain the required elements of contract formation—including offer, acceptance, and consideration—as well as alternative doctrines supporting enforceability; (3) Analyze how courts interpret contracts, including the use of doctrines and tools such as the parol evidence rule and rules of construction; (4) Apply relevant statutory and common law principles, including UCC Article 2 and the Restatement (Second) of Contracts, to evaluate contract issues, and; (5) Articulate and, where appropriate, calculate the remedies available for breach of contract, including expectation, reliance, restitution, and equitable remedies.

UNIVERSITY OF HOUSTON SYLLABUS LANGUAGE: 2025

Mental Health and Wellness Resources

The University of Houston has a number of resources to support students' mental health and overall wellness, including CoogsCARE and the UH Go App. UH Counseling and Psychological Services (CAPS) offers 24/7 mental health support for all students, addressing various concerns like stress, college adjustment and sadness. CAPS provides individual and couples counseling, group therapy, workshops and connections to other support services on and off-campus. For assistance visit uh.edu/caps, call 713-743-5454, or visit a Let's Talk location in-person or virtually. Let's Talk are daily, informal confidential consultations with CAPS therapists where no appointment or paperwork is needed.

The Student Health Center offers a Psychiatry Clinic for enrolled UH students. Call 713-743-5149 during clinic hours, Monday through Friday 8 a.m. - 4:30 p.m. to schedule an appointment.

The A.D. Bruce Religion Center offers spiritual support and a variety of programs centered on well-being.

Need Support Now? - If you or someone you know is struggling or in crisis, help is available. Call CAPS crisis support 24/7 at 713-743-5454, or the National Suicide and Crisis Lifeline: call or text 988, or chat 988lifeline.org.

Title IX/Sexual Misconduct

Per the UHS Sexual Misconduct Policy, your instructor is a "responsible employee" for reporting purposes under Title IX regulations and state law and must report incidents of sexual misconduct (sexual harassment, non-consensual sexual contact, sexual assault, sexual exploitation, sexual intimidation, intimate partner violence, or stalking) about which they become aware to the Title IX office. Please know there are places on campus where you can make a report in confidence. You can find more information about resources on the Title IX website at https://uh.edu/equal-opportunity/title-ix-sexual-misconduct/resources/.

Reasonable Academic Adjustments/Auxiliary Aids

The University of Houston is committed to providing an academic environment and educational programs that are accessible for its students. Any student with a disability who is experiencing barriers to learning, assessment or participation is encouraged to contact the Justin Dart, Jr. Student Accessibility Center (Dart Center) to learn more about academic accommodations and support that may be available to them. Students seeking academic accommodations will need to register with the Dart Center as soon as possible to ensure timely implementation of approved accommodations. Please contact the Dart Center by visiting the website: https://uh.edu/accessibility/ calling (713) 743-5400, or emailing jdcenter@Central.UH.EDU.

Recording of Class

Students may not record all or part of class, livestream all or part of class, or make/distribute screen captures, without advanced written consent of the instructor. If you have or think you may have a disability such that you need to record class-related activities, please contact the Justin Dart, Jr. Student Accessibility Center. If you have an accommodation to record class-related activities, those recordings may not be shared with any other student, whether in this course or not, or with any other person or on any other platform. Classes may be recorded by the instructor. Students may use instructor's recordings for their own studying and notetaking. Instructor's recordings are not authorized to be shared with anyone without the prior written approval of the instructor. Failure to comply with requirements regarding recordings will result in a disciplinary referral to the Dean of Students Office and may result in disciplinary action.

UH Email

Please check and use your Cougarnet email for communications related to this course. Faculty use the Cougarnet email to respond to course-related inquiries such as grade queries or progress reports for reasons of FERPA. To access your Cougarnet email, login to your Microsoft 365 account with your Cougarnet credentials. Visit University Information Technology (UIT) for instructions on how to connect your Cougarnet e-mail on a mobile device.

Webcams

Should this course be offered with a remote component (it is *not* currently), access to a webcam is required for students participating remotely in this course. Webcams must be turned on absent consent of instructor for extenuating circumstances (e.g., illness).

Security Escorts and Cougar Ride

UHPD continually works with the University community to make the campus a safe place to learn, work, and live. The security escort service is designed for the community members who have safety concerns and would like to have a Security Officer walk with them, for their safety, as they make their way across campus. Based on availability either a UHPD Security Officer or Police Officer will escort students, faculty, and staff to locations

beginning and ending on campus. If you feel that you need a Security Officer to walk with you for your safety, please call 713-743-3333. Arrangements may be made for special needs.

Parking and Transportation Services also offers a late-night, on-demand shuttle service called "Cougar Ride" that provides rides to and from all on-campus shuttle stops, as well as the MD Anderson Library, Cougar Village/Moody Towers and the UH Technology Bridge. Rides can be requested through the UH Go app. Days and hours of operation can be found at https://uh.edu/af-university-services/parking/cougar-ride/.

Syllabus Changes

Please note that the instructor may need to make modifications to the course syllabus. Notice of such changes will be announced as quickly as possible via e-mail.

Honor Code

The UHLC Honor Code applies to all aspects of this course. You are responsible for knowing all Honor Code provisions and for complying with the Honor Code. Please inquire if you have any questions regarding how the Honor Code's provisions apply to specific activities or situations related to this course. Your continuing enrollment in this course is deemed to be a pledge by you under the Honor Code to comply with the Honor Code in relation to this course and to comply with the instructions in the course syllabus.

AI Generated Text

The software technology known as artificial intelligence has recently expanded its capability to generate text and other work product (AI Generated Work Product). Examples of the technology include what are known as "generative" large language models (LLMs), and a specific implementation what is well known in the general public is ChatGPT. These systems can generate text and other work product in response to prompts and/or input of other text/documents/code/images. The output, the AI Generated Work Product, appears to have human-mimicking "intelligence" and is thus potentially usable as a substitute for material one might generate themselves. AI Generated Work Product can include computer code or programs as well as human language content and materials.

Your continuing enrollment in this course obligates you to not knowingly prompt, generate, or use any AI Generated Work Product in relation to any activity or assessment in this course. This applies to AI Generated Work Product from yourself or others. This obligation includes that your assessment materials in the course be without any contribution from AI Generated Work Product. This obligation specifically extends to not plagiarize any writing required of you for assessment in the course: AI Generated Work Product will be treated as from another/others in applying the plagiarism policy to this course. The term "assessment" means any material generated for this course that is submitted to the instructor or presented in a class session, regardless of whether it is graded content or not. Assessments include mid-terms and final exams. AI Generated Work Product may not be used in the development or drafting of any assessments created by you in a non-proctored environment, such as a "take-home" final examination.

Law Center Attendance Policy

As noted in the student handbook, link (page 5), the Law Center has a minimum 80% attendance policy for students. The ABA standards say that the Law Center must have a policy. The 80% threshold is that policy. Student nonadherence will be notified to the Office of Student Affairs (OSA).