

CONTRACTS 5409/16971
Professor Jim Hawkins
Fall 2025

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* (10th ed. 2023)

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. The examination is closed book, closed notes.

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-). Also, failure to participate fully in any class projects can result in the same lowering by one step.

Contact Information/Office Hours

Office Hours: Monday, Wednesday, and Thursday noon to 1pm (appointments recommended)
Telephone: 713-743-5018
E-mail: jrhawkins@uh.edu

Reasonable Academic Adjustments/Auxiliary Aids

The University of Houston complies with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, pertaining to the provision of reasonable academic adjustments/auxiliary aids for disabled students. In accordance with Section 504 and ADA guidelines, UH strives to provide reasonable academic adjustments/auxiliary aids to students who request and require them. If you believe that you have a disability requiring an academic adjustments/auxiliary aid, please contact [the Justin Dart Jr. Student Accessibility Center](#) (formerly the Justin Dart, Jr. Center for Students with DisABILITIES).

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>

Tobacco Use

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

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.

COVID-19

If you are experiencing any COVID-19 symptoms that are not clearly related to a pre-existing medical condition, do not come to class. Please see [Student Protocols](#) for what to do if you experience symptoms and [Potential Exposure to Coronavirus](#) for what to do if you have potentially been exposed to COVID-19.

COVID-19 Information

Students are encouraged to visit the University's [COVID-19](#) website for important information including diagnosis and symptom protocols, on-campus testing, and vaccine information. Please check the website throughout the semester for updates.

Vaccinations

Data suggests that vaccination remains the best intervention for reliable protection against COVID-19. Students are asked to familiarize themselves with pertinent [vaccine information](#) and to consult with their health care provider. The University strongly encourages all students, faculty and staff to be vaccinated.

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/>.

Security Escorts and Cougar Ride

UHPD continually works with the University community to make the campus a safe place to learn, work, and live. Our 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](tel: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/>

Prohibition on the Use of Artificial Intelligence

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 of 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 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.

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* (13)

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

II. Contract Formation

A. Consideration and Alternatives to Consideration

Assignment 4: 49-54; *Hamer* (54); 61-63; *Dyer* (63)

Assignment 5: *Feinberg* (69); *Kirksey* (81); 85; *Lake Land* (85); 92-96

Assignment 6: 96-98; *Strong* (98) (omit problem); 101-102; *Mattei* (102)

Assignment 7: 107; *Zoltek* (108); UCC 2-306 and comments; *Wood* (113); 117-120

Assignment 8: *Ricketts* (121); 124-127; *Feinberg* (127); 128-130; 145-146; *Cotnam* (146) (omit notes); *Callano* (151)

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

Assignment 9: 169-173; *Lucy* (173); *Specht* (178); 187-191

Assignment 10: 191-192; *Owen* (192); *Fairmount Glass Works* (195); 198-200; *Lefkowitz* (200); *Kastorff* (read entire handout from Professor Hawkins)

Assignment 11: 213; *Wucherpennig* (214); *International Filter* (217); 227-230; *Corinthian Pharmaceutical Systems* (230); 235-238

Assignment 12: 238-242; *Dickinson* (242); 246-252

Assignment 13: 252-253; *Drennan* (253); 260-263; *Wilson* (263); MBR handout

Assignment 14: 269-276; *Dorton* (276); *C. Itoh* (281); 284; 290; *Northrop* (290).

Assignment 15: 304; *Kauders* (304); *Meyer* (314); 326-327; *Hoffman* (328); 316; *Grossman* (316); 323-324; 328-332

III. Contract Interpretation

(forthcoming)

IV. Remedies

(forthcoming)

V. Performance

(forthcoming)

VI. Defenses to Breach

(forthcoming)