Intro to Law — Unit 8

Contracts: promises, agreement and performance

Legal education only, not individualized legal advice. All disputes and records are fictional classroom simulations. Do not file, pay, contact police/courts/parties, visit a courthouse, investigate a real person, or disclose private family/case information. Use supplied facts; personal disclosure is never required. Written or private in-person alternatives replace every recording activity.

Student copy. Parent-paced. No private answer keys. Use extra paper for full explanations. All optional oral tasks have equal written or parent-observed alternatives.

71. Offers and invitations to negotiate

intro-law-l071 | suggested week 15 | about 40 minutes;split sessions as needed

Objective

Explain and apply offers and invitations to negotiate to a fictional original and changed record.

Instruction

Contract law asks whether an agreement is legally enforceable and what follows from a failure to perform. Mutual assent, consideration, capacity and lawful purpose are useful introductory categories; state law and special statutory rules affect the details. Some agreements need writing and others may not. A promise is not automatically an enforceable contract, and a written page is not automatically valid. Unless a lesson specifies otherwise, contract characters are fictional competent adults and the activity has a lawful purpose. Supplied classroom rules simplify analysis, not replace current Texas law.

Today’s focus — Offers and invitations to negotiate
An offer generally invites acceptance on sufficiently definite proposed terms; advertisements or negotiations are not always offers. Examine language, context and what remains open. A beginner should identify ambiguity instead of declaring every price statement enforceable.

Reasoning practice: Write the legal condition on one line and the supplied fact on the next. Explain the link instead of merely copying both. A different result requires a changed fact, rule or justified interpretation—not a stronger opinion.

Assignment record: Adult seller says I might sell this desk for about 80 if I decide to move. Adult buyer replies I accept.

Method: First identify the actor and issue. Read the supplied principle as a limited model or overview, not a universal rule. Mark agreed facts, allegations and unknowns. Link a fact to each relevant condition. Consider a different interpretation and state a conditional conclusion when authority or facts are incomplete. Your reasons matter more than choosing a side. Use only the fictional record; no real case, private document or external contact is needed.

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Worked teaching example

An adult says What price would you suggest for my chair? That invites discussion rather than clearly committing to a present exchange. Contrast an identified chair offered on specified terms with a defined

acceptance method. Language and context matter; an interested reply alone does not create missing assent.

Numbered assignment

1. Fact discipline — Offers and invitations to negotiate: From this record, quote or accurately paraphrase two legally significant details. Label each as a supplied/stipulated fact, an allegation or a missing fact as appropriate; explain why the distinction matters.
Record: Adult seller says I might sell this desk for about 80 if I decide to move. Adult buyer replies I accept.

intro-law-l071-q01

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2. Principle check: Restate the distinction taught in Offers and invitations to negotiate in your own words. Identify one limit that prevents treating it as a universal rule. Use the principle printed above, not an unsupported internet summary.

intro-law-l071-q02

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3. Apply the original record: Adult seller says I might sell this desk for about 80 if I decide to move. Adult buyer replies I accept.
Question: What indicates preliminary negotiation rather than a clear offer? Give a reasoned answer with a specific fact-to-rule link.

intro-law-l071-q03

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4. Counterfactual: Begin with the original record above, then change only this fact: Seller instead sends a specific signed offer identifying the desk, price and acceptance terms.
Explain how the analysis changes and what remains unresolved.

intro-law-l071-q04

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5. Source card exercise: For Offers and invitations to negotiate, use the complete supplied offline card below. Record its jurisdiction/type and exact URL. Explain what it can contribute, and one reason it cannot by itself guarantee a real person’s outcome. No browsing or separate registry lookup is required.

Supplied offline source card
Title: Cornell LII/Wex: Contract
Exact URL: https://www.law.cornell.edu/wex/contracts
Jurisdiction/scope: US academic secondary overview; state law varies
Source type: academic-secondary-overview
Verified: 2026-11-07 (America/Chicago CST; dated reading, not an ongoing guarantee)
Reading purpose and limits: Mutual assent, consideration, capacity, legality and remedies. Academic explanatory source, not Texas binding authority.
Outside browsing is supplemental. Use this printed metadata and the lesson’s original principle to complete the exercise offline.

intro-law-l071-q05

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6. Neutral explanation: In 80–120 words, or a 60–90 second private explanation with an equivalent script/in-person option, answer the original Offers and invitations to negotiate issue for a new reader.

Include the governing distinction, two supplied details, and the most important uncertainty or limit. Do not add an accusation or recommend real action.

intro-law-l071-q06

Optional guided retry

Optional guided retry for Offers and invitations to negotiate:
Adult seller says I might sell this desk for about 80 if I decide to move. Adult buyer replies I accept.
Read this principle: An offer generally invites acceptance on sufficiently definite proposed terms; advertisements or negotiations are not always offers. Examine language, context and what remains open. A beginner should identify ambiguity instead of declaring every price statement enforceable.
Make two boxes:one supplied fact and one legal condition. Draw an arrow explaining their connection. State one thing the record does not establish.

Optional extension

Optional transfer challenge for Offers and invitations to negotiate:
Original: Adult seller says I might sell this desk for about 80 if I decide to move. Adult buyer replies I accept.
Changed fact: Seller instead sends a specific signed offer identifying the desk, price and acceptance terms.
Write a two-column before/after analysis. Identify exactly what changed and what legal question remains.
Suggest one fictional additional record that could clarify a genuinely missing fact,or explain why no additional fact is needed under a stipulated model. Do not create a real record,contact anyone or invent authority.

Supplemental sources (not required)

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Supplied offline source card
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Supplied offline source card
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Submit typed numbered responses; or handwritten photo; or a printed page scanned as image/PDF; or a parent-paper completion log with the actual paper retained. Optional private audio/video may replace written explanation if each numbered task is identified. Each image/PDF/audio/video file must be at most 4 MiB and pass the app’s type/signature checks; use short clips or an equally detailed written script instead of a large file. An HTTPS reference may be stored as text only: it is not opened or evaluated automatically. Do not submit ZIP/code files or private records.

72. Acceptance and changed terms

intro-law-l072 | suggested week 15 | about 40 minutes;split sessions as needed

Objective

Explain and apply acceptance and changed terms to a fictional original and changed record.

Instruction

Contract law asks whether an agreement is legally enforceable and what follows from a failure to perform. Mutual assent, consideration, capacity and lawful purpose are useful introductory categories; state law and special statutory rules affect the details. Some agreements need writing and others may not. A promise is not automatically an enforceable contract, and a written page is not automatically valid. Unless a lesson specifies otherwise, contract characters are fictional competent adults and the activity has a lawful purpose. Supplied classroom rules simplify analysis, not replace current Texas law.

Today’s focus — Acceptance and changed terms
Acceptance must be analyzed under applicable law and the offer’s terms. A response proposing a different deal may be negotiation rather than an acceptance; goods transactions can have special rules. Avoid importing one simplified common-law model into every transaction.

Reasoning practice: Write the legal condition on one line and the supplied fact on the next. Explain the link instead of merely copying both. A different result requires a changed fact, rule or justified interpretation—not a stronger opinion.

Assignment record: Under a stated classroom exact-terms model, an adult offers a painting service for 100. The response says I agree only if you also paint the fence.

Method: First identify the actor and issue. Read the supplied principle as a limited model or overview, not a universal rule. Mark agreed facts, allegations and unknowns. Link a fact to each relevant condition. Consider a different interpretation and state a conditional conclusion when authority or facts are incomplete. Your reasons matter more than choosing a side. Use only the fictional record; no real case, private document or external contact is needed.

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Worked teaching example

Under a supplied exact-terms service model, a reply agrees only if a new room is added to the work. Compare the requested performance: the reply changes it. It is not matching acceptance under that model. Real goods transactions and other governing rules can differ, so the model does not settle every contract response.

Numbered assignment

1. Fact discipline — Acceptance and changed terms: From this record, quote or accurately paraphrase two legally significant details. Label each as a supplied/stipulated fact, an allegation or a missing fact as appropriate; explain why the distinction matters.
Record: Under a stated classroom exact-terms model, an adult offers a painting service for 100. The response says I agree only if you also paint the fence.

intro-law-l072-q01

2. Principle check: Restate the distinction taught in Acceptance and changed terms in your own words. Identify one limit that prevents treating it as a universal rule. Use the principle printed above, not an unsupported internet summary.

intro-law-l072-q02

3. Apply the original record: Under a stated classroom exact-terms model, an adult offers a painting service for 100. The response says I agree only if you also paint the fence.
Question: Does this response match the supplied offer? Give a reasoned answer with a specific fact-to-rule link.

intro-law-l072-q03

4. Counterfactual: Begin with the original record above, then change only this fact: The response simply agrees to the stated service and price using the requested method.
Explain how the analysis changes and what remains unresolved.

intro-law-l072-q04

5. Source card exercise: For Acceptance and changed terms, use the complete supplied offline card below. Record its jurisdiction/type and exact URL. Explain what it can contribute, and one reason it cannot by itself guarantee a real person’s outcome. No browsing or separate registry lookup is required.

Supplied offline source card
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intro-law-l072-q05

6. Neutral explanation: In 80–120 words, or a 60–90 second private explanation with an equivalent script/in-person option, answer the original Acceptance and changed terms issue for a new reader. Include the governing distinction, two supplied details, and the most important uncertainty or limit. Do not add an accusation or recommend real action.

intro-law-l072-q06

Optional guided retry

Optional guided retry for Acceptance and changed terms:
Under a stated classroom exact-terms model, an adult offers a painting service for 100. The response says I

agree only if you also paint the fence.
Read this principle: Acceptance must be analyzed under applicable law and the offer’s terms. A response proposing a different deal may be negotiation rather than an acceptance; goods transactions can have special rules. Avoid importing one simplified common-law model into every transaction.
Make two boxes:one supplied fact and one legal condition. Draw an arrow explaining their connection. State one thing the record does not establish.

Optional extension

Optional transfer challenge for Acceptance and changed terms:
Original: Under a stated classroom exact-terms model, an adult offers a painting service for 100. The response says I agree only if you also paint the fence.
Changed fact: The response simply agrees to the stated service and price using the requested method.
Write a two-column before/after analysis. Identify exactly what changed and what legal question remains.
Suggest one fictional additional record that could clarify a genuinely missing fact,or explain why no additional fact is needed under a stipulated model. Do not create a real record,contact anyone or invent authority.

Supplemental sources (not required)

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73. Consideration and gift promises

intro-law-l073 | suggested week 15 | about 40 minutes;split sessions as needed

Objective

Explain and apply consideration and gift promises to a fictional original and changed record.

Instruction

Contract law asks whether an agreement is legally enforceable and what follows from a failure to perform. Mutual assent, consideration, capacity and lawful purpose are useful introductory categories; state law and special statutory rules affect the details. Some agreements need writing and others may not. A promise is not automatically an enforceable contract, and a written page is not automatically valid. Unless a lesson specifies otherwise, contract characters are fictional competent adults and the activity has a lawful purpose. Supplied classroom rules simplify analysis, not replace current Texas law.

Today’s focus — Consideration and gift promises
Consideration concerns a bargained-for exchange, not merely kindness or a promise’s importance. Value need not mean equal market price. Some other legal theories can affect promises without ordinary consideration, so a simple gift example does not settle all possible remedies.

Reasoning practice: Write the legal condition on one line and the supplied fact on the next. Explain the link instead of merely copying both. A different result requires a changed fact, rule or justified interpretation—not a stronger opinion.

Assignment record: A fictional adult promises another adult a free souvenir next week without asking for anything in return.

Method: First identify the actor and issue. Read the supplied principle as a limited model or overview, not a universal rule. Mark agreed facts, allegations and unknowns. Link a fact to each relevant condition. Consider a different interpretation and state a conditional conclusion when authority or facts are incomplete. Your reasons matter more than choosing a side. Use only the fictional record; no real case, private document or external contact is needed.

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Worked teaching example

Two adults agree to exchange a bicycle repair for a shelf assembly. Each performance is sought as the price of the other, illustrating a bargained exchange. Cash and equal market values are not required for this concept. Other contract elements and applicable law remain separate conditions.

Numbered assignment

1. Fact discipline — Consideration and gift promises: From this record, quote or accurately paraphrase two legally significant details. Label each as a supplied/stipulated fact, an allegation or a missing fact as appropriate; explain why the distinction matters.
Record: A fictional adult promises another adult a free souvenir next week without asking for anything in return.

intro-law-l073-q01

2. Principle check: Restate the distinction taught in Consideration and gift promises in your own words. Identify one limit that prevents treating it as a universal rule. Use the principle printed above, not an unsupported internet summary.

intro-law-l073-q02

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3. Apply the original record: A fictional adult promises another adult a free souvenir next week without asking for anything in return.
Question: What exchange is missing from an ordinary bargain analysis? Give a reasoned answer with a specific fact-to-rule link.

intro-law-l073-q03

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4. Counterfactual: Begin with the original record above, then change only this fact: The promise instead exchanges the souvenir for a specified delivery service.
Explain how the analysis changes and what remains unresolved.

intro-law-l073-q04

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5. Source card exercise: For Consideration and gift promises, use the complete supplied offline card below. Record its jurisdiction/type and exact URL. Explain what it can contribute, and one reason it cannot by itself guarantee a real person’s outcome. No browsing or separate registry lookup is required.

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intro-law-l073-q05

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6. Neutral explanation: In 80–120 words, or a 60–90 second private explanation with an equivalent script/in-person option, answer the original Consideration and gift promises issue for a new reader. Include the governing distinction, two supplied details, and the most important uncertainty or limit. Do not add an accusation or recommend real action.

intro-law-l073-q06

Optional guided retry

Optional guided retry for Consideration and gift promises:
A fictional adult promises another adult a free souvenir next week without asking for anything in return.
Read this principle: Consideration concerns a bargained-for exchange, not merely kindness or a promise’s

importance. Value need not mean equal market price. Some other legal theories can affect promises without ordinary consideration, so a simple gift example does not settle all possible remedies.
Make two boxes:one supplied fact and one legal condition. Draw an arrow explaining their connection. State one thing the record does not establish.

Optional extension

Optional transfer challenge for Consideration and gift promises:
Original: A fictional adult promises another adult a free souvenir next week without asking for anything in return.
Changed fact: The promise instead exchanges the souvenir for a specified delivery service.
Write a two-column before/after analysis. Identify exactly what changed and what legal question remains. Suggest one fictional additional record that could clarify a genuinely missing fact,or explain why no additional fact is needed under a stipulated model. Do not create a real record,contact anyone or invent authority.

Supplemental sources (not required)

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74. Capacity, legality and minors

intro-law-l074 | suggested week 15 | about 40 minutes;split sessions as needed

Objective

Explain and apply capacity, legality and minors to a fictional original and changed record.

Instruction

Contract law asks whether an agreement is legally enforceable and what follows from a failure to perform. Mutual assent, consideration, capacity and lawful purpose are useful introductory categories; state law and special statutory rules affect the details. Some agreements need writing and others may not. A promise is not automatically an enforceable contract, and a written page is not automatically valid. Unless a lesson specifies otherwise, contract characters are fictional competent adults and the activity has a lawful purpose. Supplied classroom rules simplify analysis, not replace current Texas law.

Today’s focus — Capacity, legality and minors
Capacity and lawful purpose are distinct from agreement. Minors’ contracts and exceptions require careful jurisdiction-specific research; do not assume all are automatically binding or automatically void. No learner should make a real purchase or agreement to test a legal rule.

Reasoning practice: Write the legal condition on one line and the supplied fact on the next. Explain the link instead of merely copying both. A different result requires a changed fact, rule or justified interpretation—not a stronger opinion.

Assignment record: A lesson proposes using a real minor’s online purchase to demonstrate that every contract signed by anyone is always enforceable.

Method: First identify the actor and issue. Read the supplied principle as a limited model or overview, not a universal rule. Mark agreed facts, allegations and unknowns. Link a fact to each relevant condition. Consider a different interpretation and state a conditional conclusion when authority or facts are incomplete. Your reasons matter more than choosing a side. Use only the fictional record; no real case, private document or external contact is needed.

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Worked teaching example

Two competent adults clearly agree to an unlawful transaction. Agreement and signatures do not cure illegality. Capacity and lawful purpose must be considered separately from mutual assent. Conversely, a lawful subject alone would not prove assent or consideration; several conditions can be necessary at the same time.

Numbered assignment

1. Fact discipline — Capacity, legality and minors: From this record, quote or accurately paraphrase two legally significant details. Label each as a supplied/stipulated fact, an allegation or a missing fact as appropriate; explain why the distinction matters.
Record: A lesson proposes using a real minor’s online purchase to demonstrate that every contract signed by anyone is always enforceable.

intro-law-l074-q01

2. Principle check: Restate the distinction taught in Capacity, legality and minors in your own words. Identify one limit that prevents treating it as a universal rule. Use the principle printed above, not an unsupported internet summary.

intro-law-l074-q02

3. Apply the original record: A lesson proposes using a real minor’s online purchase to demonstrate that every contract signed by anyone is always enforceable.
Question: Why is the universal claim unsound? Give a reasoned answer with a specific fact-to-rule link.

intro-law-l074-q03

4. Counterfactual: Begin with the original record above, then change only this fact: The hypothetical specifies competent adults, lawful purpose and no capacity dispute.
Explain how the analysis changes and what remains unresolved.

intro-law-l074-q04

5. Source card exercise: For Capacity, legality and minors, use the complete supplied offline card below. Record its jurisdiction/type and exact URL. Explain what it can contribute, and one reason it cannot by itself guarantee a real person’s outcome. No browsing or separate registry lookup is required.

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intro-law-l074-q05

6. Neutral explanation: In 80–120 words, or a 60–90 second private explanation with an equivalent script/in-person option, answer the original Capacity, legality and minors issue for a new reader. Include the governing distinction, two supplied details, and the most important uncertainty or limit. Do not add an accusation or recommend real action.

intro-law-l074-q06

Optional guided retry

Optional guided retry for Capacity, legality and minors:
A lesson proposes using a real minor’s online purchase to demonstrate that every contract signed by anyone is always enforceable.

Read this principle: Capacity and lawful purpose are distinct from agreement. Minors' contracts and exceptions require careful jurisdiction-specific research; do not assume all are automatically binding or automatically void. No learner should make a real purchase or agreement to test a legal rule.
Make two boxes:one supplied fact and one legal condition. Draw an arrow explaining their connection. State one thing the record does not establish.

Optional extension

Optional transfer challenge for Capacity, legality and minors:
Original: A lesson proposes using a real minor's online purchase to demonstrate that every contract signed by anyone is always enforceable.
Changed fact: The hypothetical specifies competent adults, lawful purpose and no capacity dispute.
Write a two-column before/after analysis. Identify exactly what changed and what legal question remains.
Suggest one fictional additional record that could clarify a genuinely missing fact,or explain why no additional fact is needed under a stipulated model. Do not create a real record,contact anyone or invent authority.

Supplemental sources (not required)

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75. Writing, clarity and incorporated terms

intro-law-l075 | suggested week 15 | about 40 minutes;split sessions as needed

Objective

Explain and apply writing, clarity and incorporated terms to a fictional original and changed record.

Instruction

Contract law asks whether an agreement is legally enforceable and what follows from a failure to perform. Mutual assent, consideration, capacity and lawful purpose are useful introductory categories; state law and special statutory rules affect the details. Some agreements need writing and others may not. A promise is not automatically an enforceable contract, and a written page is not automatically valid. Unless a lesson specifies otherwise, contract characters are fictional competent adults and the activity has a lawful purpose. Supplied classroom rules simplify analysis, not replace current Texas law.

Today’s focus — Writing, clarity and incorporated terms
Some agreements must satisfy writing requirements; others can be enforceable without a formal document. Writing helps clarify obligations but does not eliminate ambiguity, invalid terms or missing assent. Identify subject, performance, timing and remedy language before assuming a document answers every question.

Reasoning practice: Write the legal condition on one line and the supplied fact on the next. Explain the link instead of merely copying both. A different result requires a changed fact, rule or justified interpretation—not a stronger opinion.

Assignment record: A fictional service note says Finish soon for a fair price and supplies no definition or context.

Method: First identify the actor and issue. Read the supplied principle as a limited model or overview, not a universal rule. Mark agreed facts, allegations and unknowns. Link a fact to each relevant condition. Consider a different interpretation and state a conditional conclusion when authority or facts are incomplete. Your reasons matter more than choosing a side. Use only the fictional record; no real case, private document or external contact is needed.

Safety: Legal education only, not individualized legal advice. All disputes and records are fictional classroom simulations. Do not file, pay, contact police/courts/parties, visit a courthouse, investigate a real person, or disclose private family/case information. Use supplied facts; personal disclosure is never required. Written or private in-person alternatives replace every recording activity.

Worked teaching example

A fictional service note clearly identifies a task, completion date and price. That improves clarity compared with soon for something fair. It does not by itself establish every enforceability condition or remove writing requirements that might apply. Good drafting reduces ambiguity without creating unlimited legal certainty.

Numbered assignment

1. Fact discipline — Writing, clarity and incorporated terms: From this record, quote or accurately paraphrase two legally significant details. Label each as a supplied/stipulated fact, an allegation or a missing fact as appropriate; explain why the distinction matters.
Record: A fictional service note says Finish soon for a fair price and supplies no definition or context.

intro-law-l075-q01

2. Principle check: Restate the distinction taught in Writing, clarity and incorporated terms in your own words. Identify one limit that prevents treating it as a universal rule. Use the principle printed above, not an unsupported internet summary.

intro-law-l075-q02

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3. Apply the original record: A fictional service note says Finish soon for a fair price and supplies no definition or context.
Question: Which terms need clarification for this classroom drafting exercise? Give a reasoned answer with a specific fact-to-rule link.

intro-law-l075-q03

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4. Counterfactual: Begin with the original record above, then change only this fact: A revised note supplies the scope, date and a stated price accepted by both adults.
Explain how the analysis changes and what remains unresolved.

intro-law-l075-q04

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5. Source card exercise: For Writing, clarity and incorporated terms, use the complete supplied offline card below. Record its jurisdiction/type and exact URL. Explain what it can contribute, and one reason it cannot by itself guarantee a real person’s outcome. No browsing or separate registry lookup is required.

Supplied offline source card
Title: Cornell LII/Wex: Contract
Exact URL: https://www.law.cornell.edu/wex/contracts
Jurisdiction/scope: US academic secondary overview; state law varies
Source type: academic-secondary-overview
Verified: 2026-11-07 (America/Chicago CST; dated reading, not an ongoing guarantee)
Reading purpose and limits: Mutual assent, consideration, capacity, legality and remedies. Academic explanatory source, not Texas binding authority.
Outside browsing is supplemental. Use this printed metadata and the lesson’s original principle to complete the exercise offline.

intro-law-l075-q05

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6. Neutral explanation: In 80–120 words, or a 60–90 second private explanation with an equivalent script/in-person option, answer the original Writing, clarity and incorporated terms issue for a new reader. Include the governing distinction, two supplied details, and the most important uncertainty or limit. Do not add an accusation or recommend real action.

intro-law-l075-q06

Optional guided retry

Optional guided retry for Writing, clarity and incorporated terms:
A fictional service note says Finish soon for a fair price and supplies no definition or context.
Read this principle: Some agreements must satisfy writing requirements; others can be enforceable without a formal document. Writing helps clarify obligations but does not eliminate ambiguity, invalid terms or

missing assent. Identify subject, performance, timing and remedy language before assuming a document answers every question.
Make two boxes:one supplied fact and one legal condition. Draw an arrow explaining their connection. State one thing the record does not establish.

Optional extension

Optional transfer challenge for Writing, clarity and incorporated terms:
Original: A fictional service note says Finish soon for a fair price and supplies no definition or context.
Changed fact: A revised note supplies the scope, date and a stated price accepted by both adults.
Write a two-column before/after analysis. Identify exactly what changed and what legal question remains. Suggest one fictional additional record that could clarify a genuinely missing fact,or explain why no additional fact is needed under a stipulated model. Do not create a real record,contact anyone or invent authority.

Supplemental sources (not required)

Supplied offline source card
Title: Cornell LII/Wex: Contract
Exact URL: https://www.law.cornell.edu/wex/contracts
Jurisdiction/scope: US academic secondary overview; state law varies
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Reading purpose and limits: Mutual assent, consideration, capacity, legality and remedies. Academic explanatory source, not Texas binding authority.
Outside browsing is supplemental. Use this printed metadata and the lesson’s original principle to complete the exercise offline.

Supplied offline source card
Title: Texas State Law Library: Legal Research for Beginners
Exact URL: https://guides.sll.texas.gov/legal-research-for-beginners
Jurisdiction/scope: Texas official public-library guidance
Source type: official-government-explanatory-overview
Verified: 2026-11-07 (America/Chicago CST; dated reading, not an ongoing guarantee)
Reading purpose and limits: Distinguishes primary law from explanatory secondary sources. Free public guide; account-only databases/books not required.
Outside browsing is supplemental. Use this printed metadata and the lesson’s original principle to complete the exercise offline.

Supplied offline source card
Title: Texas Attorney General: Consumer Protection
Exact URL: https://www.texasattorneygeneral.gov/consumer-protection
Jurisdiction/scope: Texas official agency overview
Source type: official-government-explanatory-overview
Verified: 2026-11-07 (America/Chicago CST; dated reading, not an ongoing guarantee)
Reading purpose and limits: Education, complaints and public-interest civil enforcement; agency information is not private representation.
Outside browsing is supplemental. Use this printed metadata and the lesson’s original principle to complete the exercise offline.

Submit typed numbered responses; or handwritten photo; or a printed page scanned as image/PDF; or a parent-paper completion log with the actual paper retained. Optional private audio/video may replace written explanation if each numbered task is identified. Each image/PDF/audio/video file must be at most 4 MiB and pass the app’s type/signature checks; use short clips or an equally detailed written script instead of a large file. An HTTPS reference may be stored as text only: it is not opened or evaluated automatically. Do not submit ZIP/code files or private records.

76. Breach and remedy are separate questions

intro-law-l076 | suggested week 16 | about 40 minutes;split sessions as needed

Objective

Explain and apply breach and remedy are separate questions to a fictional original and changed record.

Instruction

Contract law asks whether an agreement is legally enforceable and what follows from a failure to perform. Mutual assent, consideration, capacity and lawful purpose are useful introductory categories; state law and special statutory rules affect the details. Some agreements need writing and others may not. A promise is not automatically an enforceable contract, and a written page is not automatically valid. Unless a lesson specifies otherwise, contract characters are fictional competent adults and the activity has a lawful purpose. Supplied classroom rules simplify analysis, not replace current Texas law.

Today’s focus — Breach and remedy are separate questions
Breach concerns failure to perform an enforceable obligation; remedies depend on law, causation, proof, mitigation and limits. Not every breach yields the entire demanded amount, and disappointment alone is not an automatic punitive award. Separate the promised performance from the legally recognized loss.

Reasoning practice: Write the legal condition on one line and the supplied fact on the next. Explain the link instead of merely copying both. A different result requires a changed fact, rule or justified interpretation—not a stronger opinion.

Assignment record: Model: a seller owes 10 identical folders but delivers 8; each missing folder’s stipulated recoverable replacement loss is 3. No other loss is supplied.

Method: First identify the actor and issue. Read the supplied principle as a limited model or overview, not a universal rule. Mark agreed facts, allegations and unknowns. Link a fact to each relevant condition. Consider a different interpretation and state a conditional conclusion when authority or facts are incomplete. Your reasons matter more than choosing a side. Use only the fictional record; no real case, private document or external contact is needed.

Safety: Legal education only, not individualized legal advice. All disputes and records are fictional classroom simulations. Do not file, pay, contact police/courts/parties, visit a courthouse, investigate a real person, or disclose private family/case information. Use supplied facts; personal disclosure is never required. Written or private in-person alternatives replace every recording activity.

Worked teaching example

Model: a deliverer owes four identical labels and supplies three; each missing label has a stipulated recoverable value of two units. The performance gap is one label and the model loss is two. No unsupported penalty is added. Actual remedies would require governing law and complete facts.

Numbered assignment

1. Fact discipline — Breach and remedy are separate questions: From this record, quote or accurately paraphrase two legally significant details. Label each as a supplied/stipulated fact, an allegation or a missing fact as appropriate; explain why the distinction matters.
Record: Model: a seller owes 10 identical folders but delivers 8; each missing folder’s stipulated recoverable replacement loss is 3. No other loss is supplied.

intro-law-l076-q01

2. Principle check: Restate the distinction taught in Breach and remedy are separate questions in your own words. Identify one limit that prevents treating it as a universal rule. Use the principle printed above, not an unsupported internet summary.

intro-law-l076-q02

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3. Apply the original record: Model: a seller owes 10 identical folders but delivers 8; each missing folder’s stipulated recoverable replacement loss is 3. No other loss is supplied.
Question: Compute the model loss and identify the alleged performance gap. Give a reasoned answer with a specific fact-to-rule link.

intro-law-l076-q03

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4. Counterfactual: Begin with the original record above, then change only this fact: The buyer receives the remaining two folders with no additional recoverable loss under the model.
Explain how the analysis changes and what remains unresolved.

intro-law-l076-q04

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5. Source card exercise: For Breach and remedy are separate questions, use the complete supplied offline card below. Record its jurisdiction/type and exact URL. Explain what it can contribute, and one reason it cannot by itself guarantee a real person’s outcome. No browsing or separate registry lookup is required.

Supplied offline source card
Title: Cornell LII/Wex: Contract
Exact URL: https://www.law.cornell.edu/wex/contracts
Jurisdiction/scope: US academic secondary overview; state law varies
Source type: academic-secondary-overview
Verified: 2026-11-07 (America/Chicago CST; dated reading, not an ongoing guarantee)
Reading purpose and limits: Mutual assent, consideration, capacity, legality and remedies. Academic explanatory source, not Texas binding authority.
Outside browsing is supplemental. Use this printed metadata and the lesson’s original principle to complete the exercise offline.

intro-law-l076-q05

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6. Neutral explanation: In 80–120 words, or a 60–90 second private explanation with an equivalent script/in-person option, answer the original Breach and remedy are separate questions issue for a new reader. Include the governing distinction, two supplied details, and the most important uncertainty or limit. Do not add an accusation or recommend real action.

intro-law-l076-q06

Optional guided retry

Optional guided retry for Breach and remedy are separate questions:
Model: a seller owes 10 identical folders but delivers 8; each missing folder’s stipulated recoverable replacement loss is 3. No other loss is supplied.

Read this principle: Breach concerns failure to perform an enforceable obligation; remedies depend on law, causation, proof, mitigation and limits. Not every breach yields the entire demanded amount, and disappointment alone is not an automatic punitive award. Separate the promised performance from the legally recognized loss.
Make two boxes:one supplied fact and one legal condition. Draw an arrow explaining their connection. State one thing the record does not establish.

Optional extension

Optional transfer challenge for Breach and remedy are separate questions:
Original: Model: a seller owes 10 identical folders but delivers 8; each missing folder's stipulated recoverable replacement loss is 3. No other loss is supplied.
Changed fact: The buyer receives the remaining two folders with no additional recoverable loss under the model.
Write a two-column before/after analysis. Identify exactly what changed and what legal question remains. Suggest one fictional additional record that could clarify a genuinely missing fact,or explain why no additional fact is needed under a stipulated model. Do not create a real record,contact anyone or invent authority.

Supplemental sources (not required)

Supplied offline source card
Title: Cornell LII/Wex: Contract
Exact URL: https://www.law.cornell.edu/wex/contracts
Jurisdiction/scope: US academic secondary overview; state law varies
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Outside browsing is supplemental. Use this printed metadata and the lesson's original principle to complete the exercise offline.

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Reading purpose and limits: Distinguishes primary law from explanatory secondary sources. Free public guide; account-only databases/books not required.
Outside browsing is supplemental. Use this printed metadata and the lesson's original principle to complete the exercise offline.

Supplied offline source card
Title: Texas Attorney General: Consumer Protection
Exact URL: https://www.texasattorneygeneral.gov/consumer-protection
Jurisdiction/scope: Texas official agency overview
Source type: official-government-explanatory-overview
Verified: 2026-11-07 (America/Chicago CST; dated reading, not an ongoing guarantee)
Reading purpose and limits: Education, complaints and public-interest civil enforcement; agency information is not private representation.
Outside browsing is supplemental. Use this printed metadata and the lesson's original principle to complete the exercise offline.

Submit typed numbered responses; or handwritten photo; or a printed page scanned as image/PDF; or a parent-paper completion log with the actual paper retained. Optional private audio/video may replace written explanation if each numbered task is identified. Each image/PDF/audio/video file must be at most 4 MiB and pass the app's type/signature checks; use short clips or an equally detailed written script instead of a large file. An HTTPS reference may be stored as text only: it is not opened or evaluated automatically. Do not submit ZIP/code files or private records.

77. Project 8: Contracts: promises, agreement and performance

intro-law-l077 | suggested week 16 | about 65 minutes;split sessions as needed

Objective

Create a complete, privacy-safe contracts: promises, agreement and performance project using six specified deliverables.

Instruction

Contract law asks whether an agreement is legally enforceable and what follows from a failure to perform. Mutual assent, consideration, capacity and lawful purpose are useful introductory categories; state law and special statutory rules affect the details. Some agreements need writing and others may not. A promise is not automatically an enforceable contract, and a written page is not automatically valid. Unless a lesson specifies otherwise, contract characters are fictional competent adults and the activity has a lawful purpose. Supplied classroom rules simplify analysis, not replace current Texas law.

Project brief: Write and annotate a fictional adult-to-adult classroom equipment service agreement. Identify offer, acceptance, exchange, capacity stipulation, lawful purpose and clear performance terms. Add a nonbinding comparison of possible responses to a missed delivery; never sign a real contract.

Build an educational artifact by organizing facts before recommending anything. A chart should label its columns; a map should explain its symbols; a memo should separate issue, rule, application and conclusion. If a fact is absent, write unknown rather than fill it in. A polished appearance never substitutes for accurate reasoning.

Complete fictional fact bank:
Case 1 — Offers and invitations to negotiate
Principle: An offer generally invites acceptance on sufficiently definite proposed terms; advertisements or negotiations are not always offers. Examine language, context and what remains open. A beginner should identify ambiguity instead of declaring every price statement enforceable.
Original record: Adult seller says I might sell this desk for about 80 if I decide to move. Adult buyer replies I accept.
Changed record: Seller instead sends a specific signed offer identifying the desk, price and acceptance terms.

Case 2 — Acceptance and changed terms
Principle: Acceptance must be analyzed under applicable law and the offer’s terms. A response proposing a different deal may be negotiation rather than an acceptance; goods transactions can have special rules. Avoid importing one simplified common-law model into every transaction.
Original record: Under a stated classroom exact-terms model, an adult offers a painting service for 100. The response says I agree only if you also paint the fence.
Changed record: The response simply agrees to the stated service and price using the requested method.

Case 3 — Consideration and gift promises
Principle: Consideration concerns a bargained-for exchange, not merely kindness or a promise’s importance. Value need not mean equal market price. Some other legal theories can affect promises without ordinary consideration, so a simple gift example does not settle all possible remedies.
Original record: A fictional adult promises another adult a free souvenir next week without asking for anything in return.
Changed record: The promise instead exchanges the souvenir for a specified delivery service.

Case 4 — Capacity, legality and minors
Principle: Capacity and lawful purpose are distinct from agreement. Minors' contracts and exceptions require careful jurisdiction-specific research; do not assume all are automatically binding or automatically void. No learner should make a real purchase or agreement to test a legal rule.
Original record: A lesson proposes using a real minor's online purchase to demonstrate that every contract signed by anyone is always enforceable.
Changed record: The hypothetical specifies competent adults, lawful purpose and no capacity dispute.

Case 5 — Writing, clarity and incorporated terms
Principle: Some agreements must satisfy writing requirements; others can be enforceable without a formal document. Writing helps clarify obligations but does not eliminate ambiguity, invalid terms or missing assent. Identify subject, performance, timing and remedy language before assuming a document answers every question.
Original record: A fictional service note says Finish soon for a fair price and supplies no definition or context.
Changed record: A revised note supplies the scope, date and a stated price accepted by both adults.

Case 6 — Breach and remedy are separate questions
Principle: Breach concerns failure to perform an enforceable obligation; remedies depend on law, causation, proof, mitigation and limits. Not every breach yields the entire demanded amount, and disappointment alone is not an automatic punitive award. Separate the promised performance from the legally recognized loss.
Original record: Model: a seller owes 10 identical folders but delivers 8; each missing folder's stipulated recoverable replacement loss is 3. No other loss is supplied.
Changed record: The buyer receives the remaining two folders with no additional recoverable loss under the model.

Method: First identify the actor and issue. Read the supplied principle as a limited model or overview, not a universal rule. Mark agreed facts, allegations and unknowns. Link a fact to each relevant condition. Consider a different interpretation and state a conditional conclusion when authority or facts are incomplete. Your reasons matter more than choosing a side. Use only the fictional record; no real case, private document or external contact is needed.

Safety: Legal education only, not individualized legal advice. All disputes and records are fictional classroom simulations. Do not file, pay, contact police/courts/parties, visit a courthouse, investigate a real person, or disclose private family/case information. Use supplied facts; personal disclosure is never required. Written or private in-person alternatives replace every recording activity.

Worked teaching example

An adult says What price would you suggest for my chair? That invites discussion rather than clearly committing to a present exchange. Contrast an identified chair offered on specified terms with a defined acceptance method. Language and context matter; an interested reply alone does not create missing assent.

Numbered assignment

1. Draft a fictional service description identifying adult parties, equipment work, timing and stated price.

intro-law-l077-q01

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2. Identify offer and an exact-terms model acceptance.

intro-law-l077-q02

3. Explain each side’s bargained exchange.

intro-law-l077-q03

4. State competent-adult/lawful-purpose stipulations and limits concerning minors.

intro-law-l077-q04

5. Write a missed-delivery clause comparison without inventing punitive recovery.

intro-law-l077-q05

6. Apply the folder loss model and label assumptions.

intro-law-l077-q06

Optional guided retry

Optional guided retry for Project 8: Contracts: promises, agreement and performance:
Adult seller says I might sell this desk for about 80 if I decide to move. Adult buyer replies I accept.
Read this principle: An offer generally invites acceptance on sufficiently definite proposed terms; advertisements or negotiations are not always offers. Examine language, context and what remains open. A beginner should identify ambiguity instead of declaring every price statement enforceable.
Make two boxes:one supplied fact and one legal condition. Draw an arrow explaining their connection. State one thing the record does not establish.

Optional extension

Optional transfer challenge for Project 8: Contracts: promises, agreement and performance:
Original: Adult seller says I might sell this desk for about 80 if I decide to move. Adult buyer replies I accept.
Changed fact: Seller instead sends a specific signed offer identifying the desk, price and acceptance terms.
Write a two-column before/after analysis. Identify exactly what changed and what legal question remains.
Suggest one fictional additional record that could clarify a genuinely missing fact,or explain why no additional fact is needed under a stipulated model. Do not create a real record,contact anyone or invent authority.

Supplemental sources (not required)

Supplied offline source card
Title: Cornell LII/Wex: Contract
Exact URL: https://www.law.cornell.edu/wex/contracts
Jurisdiction/scope: US academic secondary overview; state law varies
Source type: academic-secondary-overview
Verified: 2026-11-07 (America/Chicago CST; dated reading, not an ongoing guarantee)
Reading purpose and limits: Mutual assent, consideration, capacity, legality and remedies. Academic explanatory source, not Texas binding authority.
Outside browsing is supplemental. Use this printed metadata and the lesson’s original principle to complete the exercise offline.

Supplied offline source card
Title: Texas State Law Library: Legal Research for Beginners
Exact URL: https://guides.sll.texas.gov/legal-research-for-beginners
Jurisdiction/scope: Texas official public-library guidance
Source type: official-government-explanatory-overview

Verified: 2026-11-07 (America/Chicago CST; dated reading, not an ongoing guarantee)
Reading purpose and limits: Distinguishes primary law from explanatory secondary sources. Free public guide; account-only databases/books not required.
Outside browsing is supplemental. Use this printed metadata and the lesson’s original principle to complete the exercise offline.

Supplied offline source card
Title: Texas Attorney General: Consumer Protection
Exact URL: https://www.texasattorneygeneral.gov/consumer-protection
Jurisdiction/scope: Texas official agency overview
Source type: official-government-explanatory-overview
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Reading purpose and limits: Education, complaints and public-interest civil enforcement; agency information is not private representation.
Outside browsing is supplemental. Use this printed metadata and the lesson’s original principle to complete the exercise offline.

Submit typed numbered responses; or handwritten photo; or a printed page scanned as image/PDF; or a parent-paper completion log with the actual paper retained. Optional private audio/video may replace written explanation if each numbered task is identified. Each image/PDF/audio/video file must be at most 4 MiB and pass the app’s type/signature checks; use short clips or an equally detailed written script instead of a large file. An HTTPS reference may be stored as text only: it is not opened or evaluated automatically. Do not submit ZIP/code files or private records.

78. Spiral lab 8: facts,rules and changed conditions

intro-law-l078 | suggested week 16 | about 40 minutes;split sessions as needed

Objective

Retrieve and compare six supplied scenarios from current and earlier units.

Instruction

Spaced practice 8 connects current concepts with earlier reasoning. Try recalling the distinction before rereading the printed principle; then revise using it. Retrieval is practice, not a memory contest. Explain why the changed fact matters rather than only changing the answer.

Current unit context: Contract law asks whether an agreement is legally enforceable and what follows from a failure to perform. Mutual assent, consideration, capacity and lawful purpose are useful introductory categories; state law and special statutory rules affect the details. Some agreements need writing and others may not. A promise is not automatically an enforceable contract, and a written page is not automatically valid. Unless a lesson specifies otherwise, contract characters are fictional competent adults and the activity has a lawful purpose. Supplied classroom rules simplify analysis, not replace current Texas law.

For each task, the complete principle, original record and changed fact appear in the question. No earlier assignment or outside website is needed.

Method: First identify the actor and issue. Read the supplied principle as a limited model or overview, not a universal rule. Mark agreed facts, allegations and unknowns. Link a fact to each relevant condition. Consider a different interpretation and state a conditional conclusion when authority or facts are incomplete. Your reasons matter more than choosing a side. Use only the fictional record; no real case, private document or external contact is needed.

Safety: Legal education only, not individualized legal advice. All disputes and records are fictional classroom simulations. Do not file, pay, contact police/courts/parties, visit a courthouse, investigate a real person, or disclose private family/case information. Use supplied facts; personal disclosure is never required. Written or private in-person alternatives replace every recording activity.

Worked teaching example

Two adults agree to exchange a bicycle repair for a shelf assembly. Each performance is sought as the price of the other, illustrating a bargained exchange. Cash and equal market values are not required for this concept. Other contract elements and applicable law remain separate conditions.

Numbered assignment

1. Retrieval connection from unit 8, Offers and invitations to negotiate:
Principle: An offer generally invites acceptance on sufficiently definite proposed terms; advertisements or negotiations are not always offers. Examine language, context and what remains open. A beginner should identify ambiguity instead of declaring every price statement enforceable.
Record: Adult seller says I might sell this desk for about 80 if I decide to move. Adult buyer replies I accept.
Change: Seller instead sends a specific signed offer identifying the desk, price and acceptance terms.
Without inventing facts, name the central distinction, and explain one before/after difference. Then explain why an unsupported universal conclusion would be unsafe.

intro-law-l078-q01

2. Retrieval connection from unit 8, Capacity, legality and minors:
Principle: Capacity and lawful purpose are distinct from agreement. Minors’ contracts and exceptions require careful jurisdiction-specific research; do not assume all are automatically binding or automatically void. No learner should make a real purchase or agreement to test a legal rule.
Record: A lesson proposes using a real minor’s online purchase to demonstrate that every contract signed by anyone is always enforceable.
Change: The hypothetical specifies competent adults, lawful purpose and no capacity dispute.
Without inventing facts, name the central distinction, and explain one before/after difference. Then explain why an unsupported universal conclusion would be unsafe.

intro-law-l078-q02

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3. Retrieval connection from unit 7, Personal knowledge and observation:
Principle: A witness should distinguish what they personally perceived from guesses or reports by others. Observation conditions, memory and opportunities to check affect reliability. Confidence does not remove uncertainty, and respectful questions can expose limits without accusing a witness of lying.
Record: Witness Dana saw a closed truck at dusk but did not see anyone unload it. Dana says every box was delivered.
Change: Dana also watched each numbered box enter the storage room.
Without inventing facts, name the central distinction, and explain one before/after difference. Then explain why an unsupported universal conclusion would be unsafe.

intro-law-l078-q03

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4. Retrieval connection from unit 7, Unfair prejudice is not merely damaging proof:
Principle: Evidence can legitimately hurt a party’s position. Rule 403 concerns specified dangers such as unfair prejudice or confusion substantially outweighing probative value, not simply discomfort with persuasive evidence. A model balancing argument should discuss both the evidence’s genuine value and its risks.
Record: A mock delivery case offers an unrelated embarrassing school photograph solely to make a party look foolish.
Change: The image instead clearly shows the disputed box label at the relevant time.
Without inventing facts, name the central distinction, and explain one before/after difference. Then explain why an unsupported universal conclusion would be unsafe.

intro-law-l078-q04

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5. Retrieval connection from unit 5, Answers and disputed facts:
Principle: An answer responds to allegations and may raise defenses under applicable rules. Denial does not prove the opposite fact; admission, denial and lack of knowledge have distinct roles. Accurate issue lists help avoid arguing about facts both sides actually accept.
Record: Buyer says no boxes arrived. Seller admits a contract but claims all boxes were delivered.
Change: A signed delivery record is added, but its signature is disputed.
Without inventing facts, name the central distinction, and explain one before/after difference. Then explain why an unsupported universal conclusion would be unsafe.

intro-law-l078-q05

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6. Retrieval connection from unit 1, Legal questions versus policy preferences:
Principle: A legal question asks how an identified rule applies. A policy question asks whether a rule should

change. Both deserve reasons, but a preferred policy is not evidence of the present rule.
Record: A classroom model permits two library renewals. Jae wants three because a book is long.
Change: The policy is formally amended to allow three beginning next month.
Without inventing facts, name the central distinction, and explain one before/after difference. Then explain why an unsupported universal conclusion would be unsafe.

intro-law-l078-q06

Optional guided retry

Optional guided retry for Spiral lab 8: facts,rules and changed conditions:
A fictional adult promises another adult a free souvenir next week without asking for anything in return.
Read this principle: Consideration concerns a bargained-for exchange, not merely kindness or a promise's importance. Value need not mean equal market price. Some other legal theories can affect promises without ordinary consideration, so a simple gift example does not settle all possible remedies.
Make two boxes:one supplied fact and one legal condition. Draw an arrow explaining their connection. State one thing the record does not establish.

Optional extension

Optional transfer challenge for Spiral lab 8: facts,rules and changed conditions:
Original: A fictional adult promises another adult a free souvenir next week without asking for anything in return.
Changed fact: The promise instead exchanges the souvenir for a specified delivery service.
Write a two-column before/after analysis. Identify exactly what changed and what legal question remains.
Suggest one fictional additional record that could clarify a genuinely missing fact,or explain why no additional fact is needed under a stipulated model. Do not create a real record,contact anyone or invent authority.

Supplemental sources (not required)

Supplied offline source card
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Source type: academic-secondary-overview
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Jurisdiction/scope: Texas official public-library guidance
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Exact URL: https://www.texasattorneygeneral.gov/consumer-protection
Jurisdiction/scope: Texas official agency overview
Source type: official-government-explanatory-overview
Verified: 2026-11-07 (America/Chicago CST; dated reading, not an ongoing guarantee)
Reading purpose and limits: Education, complaints and public-interest civil enforcement; agency information is not private representation.
Outside browsing is supplemental. Use this printed metadata and the lesson's original principle to complete the exercise offline.

Supplied offline source card
Title: Cornell LII: Federal Evidence Rule 401
Exact URL: https://www.law.cornell.edu/rules/fre/rule_401
Jurisdiction/scope: US federal primary rule reproduced by academic publisher
Source type: federal-primary-rule-academic-reproduction
Verified: 2026-11-07 (America/Chicago CST; dated reading, not an ongoing guarantee)
Reading purpose and limits: Relevance requires some tendency affecting a consequential fact; relevance alone is not admissibility.
Outside browsing is supplemental. Use this printed metadata and the lesson’s original principle to complete the exercise offline.

Supplied offline source card
Title: Cornell LII: Federal Evidence Rule 403
Exact URL: https://www.law.cornell.edu/rules/fre/rule_403
Jurisdiction/scope: US federal primary rule reproduced by academic publisher
Source type: federal-primary-rule-academic-reproduction
Verified: 2026-11-07 (America/Chicago CST; dated reading, not an ongoing guarantee)
Reading purpose and limits: Relevant evidence may be excluded where specified dangers substantially outweigh probative value.
Outside browsing is supplemental. Use this printed metadata and the lesson’s original principle to complete the exercise offline.

Supplied offline source card
Title: Cornell LII: Federal Evidence Rule 801
Exact URL: https://www.law.cornell.edu/rules/fre/rule_801
Jurisdiction/scope: US federal primary rule reproduced by academic publisher
Source type: federal-primary-rule-academic-reproduction
Verified: 2026-11-07 (America/Chicago CST; dated reading, not an ongoing guarantee)
Reading purpose and limits: Out-of-court assertion offered for truth; exclusions and exceptions exist. Federal illustration, not a complete Texas evidence code. Dated currentness note—November 7,2026 CST: the official current federal evidence compilation is amended through December 1,2025. An amendment to Rule 801 is listed as pending/projected for December 1,2026, not already effective on this course-check date. Pending changes can be delayed or withdrawn. Before later reuse, especially on or after that projected date, reopen the then-current official rule and pending-amendments status; do not assume this dated check remains current.
Outside browsing is supplemental. Use this printed metadata and the lesson’s original principle to complete the exercise offline.

Supplied offline source card
Title: US Courts: Civil Cases
Exact URL: https://www.uscourts.gov/about-federal-courts/types-cases/civil-cases
Jurisdiction/scope: US federal judiciary official overview
Source type: official-government-explanatory-overview
Verified: 2026-11-07 (America/Chicago CST; dated reading, not an ongoing guarantee)
Reading purpose and limits: Complaint, service, discovery, settlement, trial and typical preponderance standard; not a Texas procedural manual.
Outside browsing is supplemental. Use this printed metadata and the lesson’s original principle to complete the exercise offline.

Supplied offline source card
Title: Texas Judicial Branch: About Texas Courts
Exact URL: https://www.txcourts.gov/about-texas-courts/
Jurisdiction/scope: Texas official judiciary overview
Source type: official-government-explanatory-overview
Verified: 2026-11-07 (America/Chicago CST; dated reading, not an ongoing guarantee)
Reading purpose and limits: Court structure/jurisdiction resources datedOctober 2026 are listed; no courthouse visit required.
Outside browsing is supplemental. Use this printed metadata and the lesson’s original principle to complete the exercise offline.

Submit typed numbered responses; or handwritten photo; or a printed page scanned as image/PDF; or a parent-paper completion log with the actual paper retained. Optional private audio/video may replace written explanation if each numbered task is identified. Each image/PDF/audio/video file must be at most 4 MiB and pass the app’s type/signature checks; use short clips or an equally detailed written script instead of a large file. An HTTPS reference may be stored as text only: it is not opened or evaluated automatically. Do not submit ZIP/code files or private records.

79. Unit 8 review: Contracts: promises, agreement and performance

intro-law-l079 | suggested week 16 | about 40 minutes;split sessions as needed

Objective

Revise six overconfident conclusions using accurate rules, facts and limits.

Instruction

Contract law asks whether an agreement is legally enforceable and what follows from a failure to perform. Mutual assent, consideration, capacity and lawful purpose are useful introductory categories; state law and special statutory rules affect the details. Some agreements need writing and others may not. A promise is not automatically an enforceable contract, and a written page is not automatically valid. Unless a lesson specifies otherwise, contract characters are fictional competent adults and the activity has a lawful purpose. Supplied classroom rules simplify analysis, not replace current Texas law.

Review method: A conclusion is only as strong as its rule and factual support. At each station, identify the editor’s overclaim, replace it with a supported statement, and explain the limit. Revisit any station that mixes an allegation with a finding or a model with actual law. Use source cards to check scope, not to collect personal information. The station records are fully printed below.

Method: First identify the actor and issue. Read the supplied principle as a limited model or overview, not a universal rule. Mark agreed facts, allegations and unknowns. Link a fact to each relevant condition. Consider a different interpretation and state a conditional conclusion when authority or facts are incomplete. Your reasons matter more than choosing a side. Use only the fictional record; no real case, private document or external contact is needed.

Safety: Legal education only, not individualized legal advice. All disputes and records are fictional classroom simulations. Do not file, pay, contact police/courts/parties, visit a courthouse, investigate a real person, or disclose private family/case information. Use supplied facts; personal disclosure is never required. Written or private in-person alternatives replace every recording activity.

Worked teaching example

A fictional service note clearly identifies a task, completion date and price. That improves clarity compared with soon for something fair. It does not by itself establish every enforceability condition or remove writing requirements that might apply. Good drafting reduces ambiguity without creating unlimited legal certainty.

Numbered assignment

1. Review station 1 — Offers and invitations to negotiate
Principle: An offer generally invites acceptance on sufficiently definite proposed terms; advertisements or negotiations are not always offers. Examine language, context and what remains open. A beginner should identify ambiguity instead of declaring every price statement enforceable.
Record: Adult seller says I might sell this desk for about 80 if I decide to move. Adult buyer replies I accept.
An editor says: The short story proves every legal issue and no qualification is needed. Write a three-part correction:(a)answer What indicates preliminary negotiation rather than a clear offer? (b)name the key supporting detail;(c)state the remaining limit. Use the printed principle.

intro-law-l079-q01

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2. Review station 2 — Acceptance and changed terms
Principle: Acceptance must be analyzed under applicable law and the offer’s terms. A response proposing a

different deal may be negotiation rather than an acceptance; goods transactions can have special rules. Avoid importing one simplified common-law model into every transaction.
Record: Under a stated classroom exact-terms model, an adult offers a painting service for 100. The response says I agree only if you also paint the fence.
An editor says: The short story proves every legal issue and no qualification is needed. Write a three-part correction:(a)answer Does this response match the supplied offer? (b)name the key supporting detail;(c)state the remaining limit. Use the printed principle.

intro-law-l079-q02

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3. Review station 3 — Consideration and gift promises
Principle: Consideration concerns a bargained-for exchange, not merely kindness or a promise's importance. Value need not mean equal market price. Some other legal theories can affect promises without ordinary consideration, so a simple gift example does not settle all possible remedies.
Record: A fictional adult promises another adult a free souvenir next week without asking for anything in return.
An editor says: The short story proves every legal issue and no qualification is needed. Write a three-part correction:(a)answer What exchange is missing from an ordinary bargain analysis? (b)name the key supporting detail;(c)state the remaining limit. Use the printed principle.

intro-law-l079-q03

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4. Review station 4 — Capacity, legality and minors
Principle: Capacity and lawful purpose are distinct from agreement. Minors' contracts and exceptions require careful jurisdiction-specific research; do not assume all are automatically binding or automatically void. No learner should make a real purchase or agreement to test a legal rule.
Record: A lesson proposes using a real minor's online purchase to demonstrate that every contract signed by anyone is always enforceable.
An editor says: The short story proves every legal issue and no qualification is needed. Write a three-part correction:(a)answer Why is the universal claim unsound? (b)name the key supporting detail;(c)state the remaining limit. Use the printed principle.

intro-law-l079-q04

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5. Review station 5 — Writing, clarity and incorporated terms
Principle: Some agreements must satisfy writing requirements; others can be enforceable without a formal document. Writing helps clarify obligations but does not eliminate ambiguity, invalid terms or missing assent. Identify subject, performance, timing and remedy language before assuming a document answers every question.
Record: A fictional service note says Finish soon for a fair price and supplies no definition or context.
An editor says: The short story proves every legal issue and no qualification is needed. Write a three-part correction:(a)answer Which terms need clarification for this classroom drafting exercise? (b)name the key supporting detail;(c)state the remaining limit. Use the printed principle.

intro-law-l079-q05

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6. Review station 6 — Breach and remedy are separate questions
Principle: Breach concerns failure to perform an enforceable obligation; remedies depend on law, causation, proof, mitigation and limits. Not every breach yields the entire demanded amount, and disappointment alone is not an automatic punitive award. Separate the promised performance from the legally recognized

loss.
Record: Model: a seller owes 10 identical folders but delivers 8; each missing folder’s stipulated recoverable replacement loss is 3. No other loss is supplied.
An editor says: The short story proves every legal issue and no qualification is needed. Write a three-part correction:(a)answer Compute the model loss and identify the alleged performance gap. (b)name the key supporting detail;(c)state the remaining limit. Use the printed principle.

intro-law-l079-q06

Optional guided retry

Optional guided retry for Unit 8 review: Contracts: promises, agreement and performance:
A fictional service note says Finish soon for a fair price and supplies no definition or context.
Read this principle: Some agreements must satisfy writing requirements; others can be enforceable without a formal document. Writing helps clarify obligations but does not eliminate ambiguity, invalid terms or missing assent. Identify subject, performance, timing and remedy language before assuming a document answers every question.
Make two boxes:one supplied fact and one legal condition. Draw an arrow explaining their connection. State one thing the record does not establish.

Optional extension

Optional transfer challenge for Unit 8 review: Contracts: promises, agreement and performance:
Original: A fictional service note says Finish soon for a fair price and supplies no definition or context.
Changed fact: A revised note supplies the scope, date and a stated price accepted by both adults.
Write a two-column before/after analysis. Identify exactly what changed and what legal question remains.
Suggest one fictional additional record that could clarify a genuinely missing fact,or explain why no additional fact is needed under a stipulated model. Do not create a real record,contact anyone or invent authority.

Supplemental sources (not required)

Supplied offline source card
Title: Cornell LII/Wex: Contract
Exact URL: https://www.law.cornell.edu/wex/contracts
Jurisdiction/scope: US academic secondary overview; state law varies
Source type: academic-secondary-overview
Verified: 2026-11-07 (America/Chicago CST; dated reading, not an ongoing guarantee)
Reading purpose and limits: Mutual assent, consideration, capacity, legality and remedies. Academic explanatory source, not Texas binding authority.
Outside browsing is supplemental. Use this printed metadata and the lesson’s original principle to complete the exercise offline.

Supplied offline source card
Title: Texas State Law Library: Legal Research for Beginners
Exact URL: https://guides.sll.texas.gov/legal-research-for-beginners
Jurisdiction/scope: Texas official public-library guidance
Source type: official-government-explanatory-overview
Verified: 2026-11-07 (America/Chicago CST; dated reading, not an ongoing guarantee)
Reading purpose and limits: Distinguishes primary law from explanatory secondary sources. Free public guide; account-only databases/books not required.
Outside browsing is supplemental. Use this printed metadata and the lesson’s original principle to complete the exercise offline.

Supplied offline source card
Title: Texas Attorney General: Consumer Protection
Exact URL: https://www.texasattorneygeneral.gov/consumer-protection
Jurisdiction/scope: Texas official agency overview
Source type: official-government-explanatory-overview
Verified: 2026-11-07 (America/Chicago CST; dated reading, not an ongoing guarantee)
Reading purpose and limits: Education, complaints and public-interest civil enforcement; agency information is not private representation.
Outside browsing is supplemental. Use this printed metadata and the lesson’s original principle to complete the exercise offline.

Submit typed numbered responses; or handwritten photo; or a printed page scanned as image/PDF; or a parent-paper completion log with the actual paper retained. Optional private audio/video may replace written explanation if each numbered task is identified. Each image/PDF/audio/video file must be at most 4 MiB and pass the app’s type/signature checks; use short clips or an equally detailed written script instead of a large file. An HTTPS reference may be stored as text only: it is not opened or evaluated automatically. Do not submit ZIP/code files or private records.

80. Unit 8 assessment: Contracts: promises, agreement and performance

intro-law-l080 | suggested week 16 | about 40 minutes;split sessions as needed

Objective

Integrate unit rules, facts, source limits and fair counterarguments.

Instruction

Contract law asks whether an agreement is legally enforceable and what follows from a failure to perform. Mutual assent, consideration, capacity and lawful purpose are useful introductory categories; state law and special statutory rules affect the details. Some agreements need writing and others may not. A promise is not automatically an enforceable contract, and a written page is not automatically valid. Unless a lesson specifies otherwise, contract characters are fictional competent adults and the activity has a lawful purpose. Supplied classroom rules simplify analysis, not replace current Texas law.

Assessment directions: This is an open-resource application assessment. The principles and fictional records are supplied in the questions so that access to a website or earlier paperwork is unnecessary. Work independently at first if appropriate; then a parent may discuss reasoning and invite a correction. Label any assistance. Use IRAC where requested, show units in calculations, and distinguish a supplied rule from an actual legal claim. There is no assigned pass threshold or fixed deadline. The parent may split a longer assessment across sessions.

Reasoning example below is separate from the assessment records; use its method, not an unsupported outcome.

Method: First identify the actor and issue. Read the supplied principle as a limited model or overview, not a universal rule. Mark agreed facts, allegations and unknowns. Link a fact to each relevant condition. Consider a different interpretation and state a conditional conclusion when authority or facts are incomplete. Your reasons matter more than choosing a side. Use only the fictional record; no real case, private document or external contact is needed.

Safety: Legal education only, not individualized legal advice. All disputes and records are fictional classroom simulations. Do not file, pay, contact police/courts/parties, visit a courthouse, investigate a real person, or disclose private family/case information. Use supplied facts; personal disclosure is never required. Written or private in-person alternatives replace every recording activity.

Worked teaching example

Under a supplied exact-terms service model, a reply agrees only if a new room is added to the work. Compare the requested performance: the reply changes it. It is not matching acceptance under that model. Real goods transactions and other governing rules can differ, so the model does not settle every contract response.

Numbered assignment

1. Assessment record — unit 8, Offers and invitations to negotiate
Supplied principle: An offer generally invites acceptance on sufficiently definite proposed terms; advertisements or negotiations are not always offers. Examine language, context and what remains open. A beginner should identify ambiguity instead of declaring every price statement enforceable.
Original facts: Adult seller says I might sell this desk for about 80 if I decide to move. Adult buyer replies I accept.
Assessment change: Seller instead sends a specific signed offer identifying the desk, price and acceptance terms.

Analyze the changed record in four labeled parts: issue, relevant rule, application and a qualified conclusion. Identify the original inference that must be revised or explain why the same limit remains. No real legal outcome is requested.

intro-law-l080-q01

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2. Assessment record — unit 8, Acceptance and changed terms
Supplied principle: Acceptance must be analyzed under applicable law and the offer’s terms. A response proposing a different deal may be negotiation rather than an acceptance; goods transactions can have special rules. Avoid importing one simplified common-law model into every transaction.
Original facts: Under a stated classroom exact-terms model, an adult offers a painting service for 100. The response says I agree only if you also paint the fence.
Assessment change: The response simply agrees to the stated service and price using the requested method.
Analyze the changed record in four labeled parts: issue, relevant rule, application and a qualified conclusion. Identify the original inference that must be revised or explain why the same limit remains. No real legal outcome is requested.

intro-law-l080-q02

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3. Assessment record — unit 8, Consideration and gift promises
Supplied principle: Consideration concerns a bargained-for exchange, not merely kindness or a promise’s importance. Value need not mean equal market price. Some other legal theories can affect promises without ordinary consideration, so a simple gift example does not settle all possible remedies.
Original facts: A fictional adult promises another adult a free souvenir next week without asking for anything in return.
Assessment change: The promise instead exchanges the souvenir for a specified delivery service.
Analyze the changed record in four labeled parts: issue, relevant rule, application and a qualified conclusion. Identify the original inference that must be revised or explain why the same limit remains. No real legal outcome is requested.

intro-law-l080-q03

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4. Assessment record — unit 8, Capacity, legality and minors
Supplied principle: Capacity and lawful purpose are distinct from agreement. Minors’ contracts and exceptions require careful jurisdiction-specific research; do not assume all are automatically binding or automatically void. No learner should make a real purchase or agreement to test a legal rule.
Original facts: A lesson proposes using a real minor’s online purchase to demonstrate that every contract signed by anyone is always enforceable.
Assessment change: The hypothetical specifies competent adults, lawful purpose and no capacity dispute.
Analyze the changed record in four labeled parts: issue, relevant rule, application and a qualified conclusion. Identify the original inference that must be revised or explain why the same limit remains. No real legal outcome is requested.

intro-law-l080-q04

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5. Assessment record — unit 8, Writing, clarity and incorporated terms
Supplied principle: Some agreements must satisfy writing requirements; others can be enforceable without a formal document. Writing helps clarify obligations but does not eliminate ambiguity, invalid terms or

missing assent. Identify subject, performance, timing and remedy language before assuming a document answers every question.
Original facts: A fictional service note says Finish soon for a fair price and supplies no definition or context.
Assessment change: A revised note supplies the scope, date and a stated price accepted by both adults.
Analyze the changed record in four labeled parts: issue, relevant rule, application and a qualified conclusion. Identify the original inference that must be revised or explain why the same limit remains. No real legal outcome is requested.

intro-law-l080-q05

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6. Assessment record — unit 8, Breach and remedy are separate questions
Supplied principle: Breach concerns failure to perform an enforceable obligation; remedies depend on law, causation, proof, mitigation and limits. Not every breach yields the entire demanded amount, and disappointment alone is not an automatic punitive award. Separate the promised performance from the legally recognized loss.
Original facts: Model: a seller owes 10 identical folders but delivers 8; each missing folder’s stipulated recoverable replacement loss is 3. No other loss is supplied.
Assessment change: The buyer receives the remaining two folders with no additional recoverable loss under the model.
Analyze the changed record in four labeled parts: issue, relevant rule, application and a qualified conclusion. Identify the original inference that must be revised or explain why the same limit remains. No real legal outcome is requested.

intro-law-l080-q06

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7. Comparison task: Use these two records.
A: Adult seller says I might sell this desk for about 80 if I decide to move. Adult buyer replies I accept.
A principle: An offer generally invites acceptance on sufficiently definite proposed terms; advertisements or negotiations are not always offers. Examine language, context and what remains open. A beginner should identify ambiguity instead of declaring every price statement enforceable.
B: Model: a seller owes 10 identical folders but delivers 8; each missing folder’s stipulated recoverable replacement loss is 3. No other loss is supplied.
B principle: Breach concerns failure to perform an enforceable obligation; remedies depend on law, causation, proof, mitigation and limits. Not every breach yields the entire demanded amount, and disappointment alone is not an automatic punitive award. Separate the promised performance from the legally recognized loss.
Name one distinct issue in each and explain why the rule for A cannot simply replace the rule for B.

intro-law-l080-q07

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8. Research-limits task: For the changed record in Consideration and gift promises, identify the relevant jurisdiction/source type from the printed cards and two checks needed before any actual-case conclusion.
Record: A fictional adult promises another adult a free souvenir next week without asking for anything in return.
Change: The promise instead exchanges the souvenir for a specified delivery service.

intro-law-l080-q08

Optional guided retry

Optional guided retry for Unit 8 assessment: Contracts: promises, agreement and performance:
Under a stated classroom exact-terms model, an adult offers a painting service for 100. The response says I agree only if you also paint the fence.
Read this principle: Acceptance must be analyzed under applicable law and the offer’s terms. A response proposing a different deal may be negotiation rather than an acceptance; goods transactions can have special rules. Avoid importing one simplified common-law model into every transaction.
Make two boxes:one supplied fact and one legal condition. Draw an arrow explaining their connection. State one thing the record does not establish.

Optional extension

Optional transfer challenge for Unit 8 assessment: Contracts: promises, agreement and performance:
Original: Under a stated classroom exact-terms model, an adult offers a painting service for 100. The response says I agree only if you also paint the fence.
Changed fact: The response simply agrees to the stated service and price using the requested method.
Write a two-column before/after analysis. Identify exactly what changed and what legal question remains.
Suggest one fictional additional record that could clarify a genuinely missing fact,or explain why no additional fact is needed under a stipulated model. Do not create a real record,contact anyone or invent authority.

Supplemental sources (not required)

Supplied offline source card
Title: Cornell LII/Wex: Contract
Exact URL: https://www.law.cornell.edu/wex/contracts
Jurisdiction/scope: US academic secondary overview; state law varies
Source type: academic-secondary-overview
Verified: 2026-11-07 (America/Chicago CST; dated reading, not an ongoing guarantee)
Reading purpose and limits: Mutual assent, consideration, capacity, legality and remedies. Academic explanatory source, not Texas binding authority.
Outside browsing is supplemental. Use this printed metadata and the lesson’s original principle to complete the exercise offline.

Supplied offline source card
Title: Texas State Law Library: Legal Research for Beginners
Exact URL: https://guides.sll.texas.gov/legal-research-for-beginners
Jurisdiction/scope: Texas official public-library guidance
Source type: official-government-explanatory-overview
Verified: 2026-11-07 (America/Chicago CST; dated reading, not an ongoing guarantee)
Reading purpose and limits: Distinguishes primary law from explanatory secondary sources. Free public guide; account-only databases/books not required.
Outside browsing is supplemental. Use this printed metadata and the lesson’s original principle to complete the exercise offline.

Supplied offline source card
Title: Texas Attorney General: Consumer Protection
Exact URL: https://www.texasattorneygeneral.gov/consumer-protection
Jurisdiction/scope: Texas official agency overview
Source type: official-government-explanatory-overview
Verified: 2026-11-07 (America/Chicago CST; dated reading, not an ongoing guarantee)
Reading purpose and limits: Education, complaints and public-interest civil enforcement; agency information is not private representation.
Outside browsing is supplemental. Use this printed metadata and the lesson’s original principle to complete the exercise offline.

Submit typed numbered responses; or handwritten photo; or a printed page scanned as image/PDF; or a parent-paper completion log with the actual paper retained. Optional private audio/video may replace written explanation if each numbered task is identified. Each image/PDF/audio/video file must be at most 4 MiB and pass the app’s type/signature checks; use short clips or an equally detailed written script instead of a large file. An HTTPS reference may be stored as text only: it is not opened or evaluated automatically. Do not submit ZIP/code files or private records.