COMMERCIAL LAW: SALES AND LEASES
Spring, 2011

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Required Text:
Benfield & Greenfield
Sales, Cases and Materials, Fifth Edition
Uniform Commercial Code

Course Information and Introduction:

This class will emphasize Articles 2 and 2A of the Uniform Commercial Code. Students should be familiar with the applicable Code provisions before class. Students should also prepare the readings and problems to be able to discuss them in class. Students should bring a copy of Articles 1, 2 and 2A with them to class. Course goals include an understanding of the workings of Articles 1, 2 and 2A of the UCC, how to use the UCC and statutory interpretation. The use of laptop computers during class is permitted.

Preparation and Attendance:

You are expected to be prepared for discussion of the materials assigned for each day. As the Academic Rules and Attendance Policy provide, regular and punctual class attendance and preparation are required. As a general rule, I consider absences in excess of six class hours per semester to be excessive (each class is three class hours). Potential sanctions for failure to meet these requirements are set forth in the Student Handbook and below under "Grades." At my discretion, lateness to class may be deemed an absence.

Grades:

This course consists of one three credit course. A written examination will be given at the end of the semester. This examination will be the exclusive basis for each grade. The focus on the exam will be on topics covered during the semester. The only qualifications to the foregoing are as follows: The right is reserved pursuant to the Academic Rules, to instruct the Registrar's Office to enter a grade as much as one grade increment lower (e.g., from a B- to a C+) than your exam grade for any consistent apparent lack of preparation by a student without legitimate excuse. ("Legitimate excuse" entails such matters as illness, childbirth, or family emergencies. It does not include such matters as working on a paper or some other project for another course). Grades may be adjusted one grade increment higher grade based on class participation.

Class		**Text Pages**	**UCC Provisions**
1.	Background/Application of Article 2 Offer and Acceptance	1-49	2-103, 2A-103, 2-204, 2-205, 2-206
2.	Statute of Frauds/Battle of the Forms/Post Sale Terms/E-Commerce	49-98	2-201, 2-207, 2A-201

3.	Contract Modification Unconscionable/Good Faith Parole Evidence Rule/Implied Terms	98-159	1-108, 2-209, 2-302, 2-302, 2A-202, 2-202, 1-303, 2A-208
4.	Gap Fillers-Price-Quantity/Delivery Risk Allocation/Choice of Law	159-214	2-305, 2-306, 2-307, 2-308, 2-309, 2-310 2-504, 2-509, 2-510
5.	Express Warranty/Implied Warranty of Merchantability/Implied Warranty of Fitness/Warranty of Title	215-278	2-312, 2-313, 2A-210 2-314, 2-315, 2A-212 2A-213
6.	Warranty Disclaimers Privity/Products Liability	279-338	2-316, 2-318, 2A-214
7.	Consumer Transactions Right to Reject/Procedures for Rejection	338-383	2-601, 2-602, 2-606 2-603, 2-604, 2-612 2A-509, 2A-510 2A-511, 2A-512
8.	Cure/Revocation of Acceptance Specific Performance	383-415	2-508, 2-608, 2A-513 2-711, 2A-517, 2-716
9.	Buyer's Damages Contractual Limitations on Damages	415-449	2-712, 2-713, 2A-518, 2-714, 2-715, 2A-519, 2A-503, 2-718, 2-719
10.	Seller's Remedies .	450-490	2-702, 2-703, 2A-524, 2A-525, 2-704, 2-706, 2A-526, 2-708, 2-709, 2-710, 2A-527
11.	Right to Adequate Assurances of Future Performance/ Repudiation Finance Leases	491-513	2-609, 2-610, 2-611 2A-401, 2A-103(l), 2A-407, 2A-209
12.	Discharge by Impossibility or Frustration of Purpose/Title Third Party Rights	514-554	2-613, 2-615, 2-611 2A-405, 2-401, 2-403
13.	Title/ Third Party Rights Insolvent Buyer	555-586	2-401, 2-403 2-702, 2-705
14.	Documentary Transactions and Exam Review	587-623	