SALES – LAW 924-02
SPRING SEMESTER, 2019
MWF 8:30-9:20, Room 325

David Jensen
dsjensen@parsonsbehle.com
208-562-4904 208-859-7045
office mobile

SYLLABUS AND ASSIGNMENT LIST

I. MATERIALS:

1. Chomsky, Kunz, Martin, Schiltz, Learning Sales Law (West 2016) (The “Casebook”)

2. Selected Commercial Statutes for Sales and Contracts Courses, 2018 Edition or Selected Commercial Statutes, 2018 Edition (West Academic Publishing) or equivalent (the “Supplement”)

II. PROFESSIONALISM:

A. Attendance Policy: You are required to attend class. Classroom lectures, examples, and discussions are essential to your understanding of this subject. In addition, your attendance and participation will enrich the class for your fellow students.

More importantly, I want you to come to every class. You should be prepared for class as noted below. Even if you are not prepared, though, I still want you to come to class. In general, I will not call on students if there are sufficient volunteers participating in class. If you are not prepared, you may simply advise me before class, and I will not call on you if there are no volunteers. This ability to take a “pass” is intended to encourage students to come to class even if there are times when you are not prepared. There is no penalty for taking advantage of this ability to “pass,” UNLESS THE PRIVILEGE IS ABUSED. If a student abuses the privilege, the privilege will be revoked, for that student.

Missed Classes: Other than classes on the Monday holidays this semester, January 21 and February 18, I currently do not anticipate missing any classes. If any class cancellations become necessary, I will give as much notice as I can.

B. Preparation and Participation: This course will be conducted using a problem method. The assignments in the Casebook contain “Reading the Code” problems that require you to read and dissect the Code as a statute. The assignments also include “Applying the Code” problems that require you to apply your reading and understanding of the statute to particular facts. Our focus will be increasingly on the application problems. I expect that you will have worked through ALL of the
problems (both the “Reading” and “Application” problems) before the first class for which they have been assigned in the Syllabus below AND to have written out or outlined your answer to the assigned problems before such class. We will not review every problem in class.

Participation in class CAN ONLY HELP YOUR GRADE. In the absence of volunteers, I will call on people at random (with emphasis on those who have not volunteered or those who can facilitate the discussion).

C. Office Hours: I do not have regular office hours, but I am available to meet with you by appointment. Call or email me to set up an appointment. We can meet at the Law Center or at my office, whichever you prefer. My office is in the Zions Bank building downtown. Most of the time it will not have to be scheduled too far in advance. You can also call or email me with any questions or concerns, if you do not need or want a face-to-face meeting.

III. ACADEMIC MATTERS

A. Subject Matter and Objectives of this Course:

In this course we will focus on reading and applying a comprehensive statute. We will use the statutory material in the Uniform Commercial Code and related statutes to see how statutes as a whole are to be read carefully, and interpreted in light of inevitable gaps and ambiguities. As you can see from the Casebook, there are very few cases for you to read in this course. Your principal source of law will be the statute! We will learn how to read, interpret, and construe the words promulgated by the state legislature in Article 2 and related statutes both state and federal.

Subject Matter: This course covers the law of Sales as embodied in Article 2 of the Uniform Commercial Code (the UCC). The principles and general concepts in the law of contracts will be familiar to you, and if not, this will be a good opportunity for some review. However, Article 2 is NOT simply a reiteration of the law of contracts you learned first year. There are differences in the rules, therefore you must pay attention to the rules and coverage as reflected in Article 2. There are also matters that remain governed by the common law of contracts that must be considered in interpreting Article 2, e.g., the rules related to offer and acceptance.

Objectives: The objectives of this course are for you to (1) learn the rules in Article 2 and related statutes; (2) acquire some facility in working with the UCC. (3) further hone your skills of critical reading, interpretation, and application of statutory material; and (4) be able to bring your legal training to bear on real life situations that may confront a client.

We likely will not cover all of the provisions of Article 2. If you learn how to read and apply statutory material, you will be able to find the applicable statute and read it and apply it to a given problem. You will need to be able to find, read, and
apply unfamiliar or new statutory material in practice and you will be expected, by the end of the semester, to be able to do that in this class ON THE EXAM with regard to provisions we may not have covered in any depth or even at all.

B. **Grades, Course Requirements, and Class Participation**: Your grade will be based on 1) two or three quizzes during the semester (maximum 75 points), 2) a final examination during the finals period (usually 100-120 points), and 3) class participation (to the extent applicable - see paragraph B(3) below).

(1) **THE QUIZZES** - The quizzes will be administered during class time, will be 30 minutes in length, and will be comprised of objective questions (multiple choice, true/false, fill in the blank) worth two points each, for a total of twenty (20) to thirty (30) points. The objective questions will focus on the big sections and concepts we discuss during the semester. Further information on the logistics of quiz administration will be provided before the first quiz.

(2) **THE FINAL EXAMINATION** - The final examination will be a “three-hour” exam (an exam designed to be completed in three hours). The exam will be given during the scheduled final examination time and you will be given 4 hours to complete the exam. The total points on the final examination, other than any objective questions, will be 100-120 points. Depending on time during the semester, in lieu of a third quiz, I may include an objective portion covering the last block of material as part of the Final Examination.

*In any case, the Quizzes and the Final Examination will be closed book, except that you may bring into, and use during, the quizzes and exam, the Supplement (you may write as much in your Supplement anywhere on the pages that are included as part of the original bound Supplement). You may NOT bring into, or use during, the Quizzes or the Final Exam any other materials.*

(3) **CLASS PARTICIPATION** - I reserve the right to adjust your final grade upward (but not downward) by one-third of a letter grade for class participation (e.g., from “B” to “B+”). Although I will not lower any grades based on the quality of class participation, I may raise a grade when, in my judgment, a grade based upon the performance on the quizzes and final examination does not accurately reflect the understanding of the material demonstrated by that student through class participation. In short, CLASS PARTICIPATION CANNOT HURT YOU AND MAY HELP YOU. “Class participation” includes not only the number of times you participate but principally the quality of your contributions to class discussion (including your willingness to ask what may seem to you to be “stupid” or “obvious” questions) and, equally important, your willingness to give time and respectful attention to the questions and comments of your classmates (including your willingness to listen carefully to what may seem to you to be “stupid” or “obvious” questions). The importance of your ability to listen carefully, and respond meaningfully and respectfully to the questions and comments of your classmates is a critical part of your professional development and cannot be emphasized enough.
C. **Center for Disability Access and Resources (CDAR) Reasonable Accommodations Statement:**

Reasonable accommodations are available for students who have documented temporary or permanent disabilities. Ideally, students in Moscow and Boise should meet with CDAR by the end of the first week of class to assess if any accommodations are needed for courses and/or examinations. All accommodation requests are then submitted by CDAR to Dean Dodge for final approval. CDAR serves as the sole evaluator of medical documentation and determines reasonable accommodations on a per semester basis. The College of Law does not have the authority to evaluate or grant disability accommodations without CDAR first submitting a recommendation. You may contact CDAR by:

- Calling 208-885-6307
- Emailing cdar@uidaho.edu

It is ultimately the student’s responsibility to seek a disability accommodation, and until an accommodation is approved by CDAR and Dean Dodge, no student will be entitled to receive any accommodations. To learn more about CDAR, visit its website at http://www.uidaho.edu/current-students/cdar. Moscow students may also visit CDAR in suite 127 of the Pitman Center. Please review the College of Law Catalog and Student Handbook for more information on the disability accommodation process.

D. **Civility**

I will treat you with courtesy and respect, and I expect you to treat me and your fellow students with the same courtesy and respect. I expect our classroom to be an open and inviting place.

In any environment in which people gather to learn, it is essential that all members feel as free and safe as possible in their participation. To this end, it is expected that everyone in this course will be treated with mutual respect and civility, with an understanding that all of us (students, instructors, professors, guests, and teaching assistants) will be respectful and civil to one another in discussion, in action, in teaching, and in learning.

Should you feel our classroom interactions do not reflect an environment of civility and respect, you are encouraged to meet with your instructor during office hours to discuss your concern. Additional resources for expression of concern or requesting support include the College of Law Dean of Students (jdodge@uidaho.edu), the University Dean of Students office and staff (885-6757), the UI Counseling & Testing Center’s confidential services (885-6716), or the UI Office of Civil Rights & Investigations (885-4285).
E. Credit Hours for Coursework

In accordance with ABA Standard 310, the College of Law awards one credit hour for experiences that are reasonably designed to involve 50 minutes of classroom or direct faculty instruction and two hours of out-of-class student work per week, or at least the equivalent amount of work for academic activities including simulation, field placement, clinical, and other academic work leading to the award of credit hours.

The Course requirements outlined above with respect to materials and assignments, in my professional judgement, are complex enough in nature that it is expected that the amount of out-of-class time it will take students to complete the assignments will meet the rule.

F. Recording Class Sessions:

Students may not electronically record classes unless they have the express consent of the instructor, except where the Dean of Students has allowed recording as a disability accommodation pursuant to a recommendation by CDAR. Recording classes without the instructor’s express consent violates the Honor Code. Students recording classes as a disability accommodation must follow procedures set down by CDAR. Students who are unable to attend class for reasons of illness or other exigencies must receive permission from the instructor before classes are recorded on their behalf. Contact the Law Library for recording equipment and information on recording procedures.

IV. ASSIGNMENTS:

The following is a list of assignments for the semester. We will cover the material in the following order and in approximately the time-frame set forth. For each assignment, read all material and work through all problems. We will NOT cover all problems in class, but I WILL answer any questions on ANY of the problems in each assignment. You will be expected to have prepared all of these problems for discussion in class. For each of the designated problems reduce your answer to writing so you are ready to participate in class. You are responsible for all sections referenced in the casebook, as well as this syllabus, and in class.

I RESERVE THE ABSOLUTE AND UNFETTERED RIGHT, ON DUE NOTICE, TO ADJUST THE SCOPE, COVERAGE, AND PACE OF THESE ASSIGNMENTS. I am giving you a comprehensive list of the assignments and material I intend to cover this semester so you have a sense of the larger picture and where we are going. Nevertheless, be sure to watch for any updates to this assignment list.

Week 1 – January 7
  • Introduction Chapter 1
  • Assignment 1 – Interpreting the UCC
  • Introduction – Chapter 2
• Assignment 2 – Scope of Article 2

Week 2 – January 14
• Assignment 3 – Mixed Transactions  
• Assignment 4 – Definition of Merchant  
• Introduction – Chapter 3  
• Assignment 5 – Contract Formation by Offer & Acceptance or by Conduct

Week 3 – January 21 (No class on the 21st)
• Assignment 5 – cont’d  
• Assignment 6 – Sources of Contract Terms: Express, Implied, and Default

Week 4 – January 28
• Assignment 7 – Determining the Content When Offer & Acceptance Differ: Battle of Forms

Week 5 – February 4
• Assignment 8, Parol Evidence Rule  
• Assignment 9 - Contract Enforceability (Statute of Frauds)

Week 6 – February 11
• QUIZ NO. 1 Covering all material through Assignment 9 - Quiz 30 minutes - we will review the Quiz in class.  
• Introduction – Chapter 5  
• Assignment 10 - Introduction to Warranties; Creation of Implied Warranties

Week 7 – February 18 (No class on the 18th)
• Assignment 11 - Creation of Express Warranties  
• Assignment 12 - Warranty Disclaimers and Conflicts

Week 8 – February 25
• Assignment 12 cont’d  
• Assignment 13 - Extending Warranties to Third-Party Beneficiaries

Week 9 – March 4
• QUIZ NO. 2 Covering all material in Assignment 10 through Assignment 13 - Quiz 30 minutes - we will review the Quiz in class.  
• Introduction – Chapter 6  
• Assignment 14 - Electronic Contracting  
• Assignment 15 - Terms in the Box  
• Introduction – Chapter 7  
• Assignment 16 - Identification, Tender of Delivery, Risk of Loss, and Passage of Title

Week 10 – March 18
• Assignment 17 – Buyer’s Rights and Duties after Tender, Part I: Rejection and Cure  
• Assignment 18 – Buyer’s Rights and Duties after Tender, Part II: Acceptance and Revocation of Acceptance of Goods, Inspection, Risk of Loss in Presence of Breach
Week 11 – March 25
  • Assignment 19 - Repudiation and Adequate Assurance of Performance; Excuse from Performance
  • Introduction – Chapter 8
  • Assignment 20 – Shipping and Paying Using Documents of Title and Drafts
  • Assignment 21 – Power to Transfer Title
  • Introduction – Chapter 9
  • Assignment 22 – Buyer’s Remedies for Seller’s Breach

Week 12 – April 1
  • Assignment 22 cont’d
  • Assignment 23 – Seller’s Remedies for Buyer’s Breach

Week 13 - April 8
  • Assignment 24 – Modification or Limitation of Remedies
  • Assignment 25 – Statute of Limitations

Week 14 – April 15
  • Introduction to Chapter 10
  • Assignment 26 – Leases and Article 2A

Week 15 – April 22
  • Review
  • QUIZ NO. 3 Covering all material in Assignment 14 through Assignment 27 - Quiz 30 minutes - we will review the Quiz in class.