I. MATERIALS:


A NOTE ABOUT THE TERMINOLOGY USED IN THE CASEBOOK: Please note that the authors distinguish between Questions (generally requiring you to read and explain Code provisions) and Problems (which require application of the Code Sections to specific fact problems.) This nomenclature will be used in the Assignment Lists below. As we get further into the Semester you will notice that we will spend less time in class specifically addressing the Questions and our focus will shift more to the Problems. YOU REMAIN responsible for ALL assigned material, and are free to ask any questions in class.


IDAHO, WASHINGTON, MONTANA, OREGON, UTAH, AND WYOMING have adopted the 2001 Revision of UCC Article 1 (in the case of Idaho there are non-uniform amendments to Rev. Art. 1 about which you will be advised during the semester).

In the 2018 or 2017 editions of the Supplement, READ CAREFULLY the Student Guide on pages v-vi in the front of the Supplement. In using the Supplement we will use the front of the Supplement for Revised Article 1, and the current version of Article 2. You should also note the Article 1 Concordance provided in the Supplement to correlate the provisions of Revised Article 1 and unrevised Article 1 that appears at the beginning of Revised Article 1 in the front of the Supplement. Please also note Appendix A setting forth Unrevised Article 1.

To summarize, this course will cover Revised Article 1, and the current version of Article 2.

YOU SHOULD BECOME FAMILIAR WITH THE TABLE OF CONTENTS IN THE SUPPLEMENT YOU HAVE. YOU MUST BE SURE TO LOCATE THE CORRECT VERSION OF THE UCC IN THE SUPPLEMENT.
YOU HAVE SO THAT YOU CAN FIND MATERIALS YOU NEED. AGAIN OUR FOCUS WILL BE ON REVISED ARTICLE 1 (SUBJECT TO NON-UNIFORM IDAHO AMENDMENTS ABOUT WHICH I WILL TELL YOU) AND THE CURRENT VERSION OF ARTICLE 2, UNLESS INDICATED OTHERWISE BY ME OR THE CASEBOOK.

A NOTE ABOUT THE AMENDMENTS TO ARTICLE 2: During the 1990's the ALI and NCCUSL (the sponsoring organizations that promulgated the UCC) drafted new, revised Articles 2 and 2A. These revisions were never adopted. Between 1999-2003 the project was scaled back and in 2003 a series of amendments to Article 2 were promulgated by the ALI and NCCUSL. These amendments largely reflected the evolution of the Code under judicial precedents. However, these amendments languished, were never adopted in any state, and finally were withdrawn in May 2011 by the sponsoring organizations, the ALI and NCCUSL. You may find references in the Casebook to the 2003 amendments. The Statutory Supplements have removed the 2003 amendments. Appendix A to this Syllabus sets forth the 2003 Amendment to the Article 2 definition of “Goods.” We will discuss this provision in class.

Responsibility: You are responsible for:
1. All materials in this Syllabus;
2. All definitions in Revised Article 1, all Code sections and comments thereto and other materials referenced in this syllabus, the Casebook, and class. As noted, unless indicated otherwise, references are to Revised Article 1 and the Official (unamended) Article 2.

II. PROFESSIONALISM:

A. Attendance Policy: Regular attendance is necessary in this course. Under Law School and American Bar Association rules, excessive absence from class sessions may result in a reduction of your grade in this course or, in extreme cases, dismissal from this course with a grade of F. If your cumulative absences (for any reason) exceed three (3) class sessions, please see me to discuss the problem. Failure to so advise me will be considered a breach of professional standards and responsibility and treated accordingly. More importantly, I want you to come to every class. You should be prepared for class as noted below. However, even if you are not prepared I want you to come to class. If you are not prepared for that day, simply advise me before class, and I will not call on you. 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. In the event a student abuses the privilege, the privilege will be revoked, for that student.

B. **Preparation and Participation:** This course will be conducted using a problem method. The assignments in the Casebook contain Reading the Code Questions (Referred to in the Casebook and this Syllabus as “Questions”) that require you to read and dissect the Code as a statute. The assignments ALSO include Applying the Code Problems (Referred to in the Casebook and this Syllabus as “Problems”) which require you to apply your reading and understanding of the statute to particular facts. Our focus will be increasingly on the Problems. I EXPECT THAT YOU WILL have worked through ALL of the assigned Questions and Problems PRIOR to the first class for which they have been assigned in the Syllabus below AND to have WRITTEN OUT your answer to the assigned Questions and Problems PRIOR to such class. I MAY COLLECT YOUR WRITTEN ANSWERS AT THE END OF THE CLASS IN WHICH WE DISCUSSED THE QUESTIONS AND PROBLEMS COLLECTED. Repeated failure to have your Questions and Problems for handing in will negatively affect your grade. In working through and answering the Questions and Problems you should perform the tasks as directed in the Questions. In answering the Problems you must note the relevant Code sections and comments which support your conclusion. There are only 14 principal cases in the Casebook. They are provided as a guide to the manner in which certain courts have interpreted the Code where no clear answer can be derived from reading the statute alone. READ THE CASES CRITICALLY, but remember your PRIMARY SOURCE in working through the problems should be the Code itself.

YOU SHOULD EXPECT TO SPEND A MINIMUM OF 3 HOURS PREPARING FOR EACH CLASS! In the beginning you may well need to spend more time preparing for class. Of critical importance is making sure you work through the “reading” Questions. This preparation will pay off with huge dividends when you then get to the “application” Problems, and more importantly when you work in other statutory classes. REMEMBER a principal focus of this class is how to read statutes - our statutory model is the UCC.

I WILL NOT ACCEPT AS AN EXCUSE FOR BEING UNPREPARED A CLAIM THAT YOU PREPARED THE ASSIGNMENT IN ADVANCE AND READ IT TOO LONG AGO. REVIEW QUESTIONS AND PROBLEMS PRIOR TO CLASS AND BE PREPARED TO DISCUSS. IF YOU HAVE WRITTEN OUT YOUR ANSWERS THIS WILL NOT BE A PROBLEM. Participation in class CAN ONLY HELP YOUR GRADE, although repeated failure to be prepared may be taken into account, and may result in a possible
lowering of your final 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). If, with respect to any given problem, I call on three consecutive people who are unprepared, I WILL ASSUME THAT THE CLASS HAS MASTERED THAT PROBLEM, and I will move on to the next problem.

C. **Office Hours:** My office is Room 128, which is on the 1st floor of the law school. I do not post office hours because I am in the building and available to meet with you between 6:30 am and 5:00 pm almost everyday (excepting, of course, times when I am in class or in meetings). I encourage you to come by any time you like to discuss class, jobs, family or anything else that is on your mind. I like to talk with students, and try to keep my door “unlatched,” though the door is usually not open wide because of hall noise. You may also call me at 885-6747 or email me at beardb@uidaho.edu.

D. **POLICY REGARDING LAPTOP USE IN CLASS:**

Unless you have a documented disability accommodation or have seen me and gotten express permission, I do not permit the use of laptops or any other electronic communication or recording device in class. I have chosen to implement this “No Laptops Policy” for the following reasons:

1. Laptops in class are a significant distraction that detracts from student participation and engagement in class discussion. The very process of class discussion and engagement is critical to learning the skills needed to be a good lawyer.
2. Prohibiting laptop use also strengthens the review process following class, as students must consider the material and class discussion in order to incorporate the material into outlines for future study.
3. The post-class review will also help students memorize the applicable rules we have discussed. This memorization aspect will be essential come exam time. See III. B. below.

This means that you will have to come to class with your answers to the Assigned Questions and Problems printed out and available for use (AND POSSIBLE COLLECTION) in class.

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 principal 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. (In my humble opinion, there is no more finely drafted statute in existence today. The level of attention to detail and sophistication that went into the drafting of the UCC is unparalleled. The Code is organized in a remarkably coherent fashion. Although the interrelationships between its sections can be very complicated, this is more a function of the nature of commercial transactions than a result of poor drafting. While commercial transactions can be very complicated, the UCC has set forth the governing rules in the most logical and coherent fashion possible. HAVING Praised the code, we will now proceed to largely rip apart the UCC and discuss its weaknesses.); (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 will not cover all of the provisions of Article 2. For example, as you will see in the Syllabus, there are a number of areas relating to performance that we will only touch upon. 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) collected, handed in, problem sets from the assignments (See II.B. above), 2) two or three quizzes during the semester (maximum 75 points), 2) a final examination during the finals period (usually 90-120 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 each. The objective questions will focus on the big sections and concepts we discuss during the semester. You will receive “quiz numbers” for use in taking the quizzes. Further information on the logistics of quiz administration will be provided before the first quiz. In lieu of a third quiz, I may include an objective portion covering the last block of material as part of the Final Examination - see Syllabus below. The total points for the quizzes and/or objective questions on the final exam will be between 60 and 75 points.

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 90-120 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 - see Syllabus below.

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 (but see Section II. B. above where I note that “repeated failure to be prepared may be taken into account, and may result in a possible lowering of your final grade”), I may raise a grade when, in my judgment, a grade based upon the performance on the quizzes and final
examined 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

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 Dean of Students office and staff (885-6757), the UI Counseling & Testing Center’s confidential services (885-6716), or the UI Office of Human Rights, Access, & Inclusion (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 in this Syllabus and List of Assignments 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 (See Section II.B. above)

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:**

**Missed Classes:** I currently do not anticipate that we will miss any classes. However, should class cancellations be necessary, I will give as much notice as I can, and WE WILL MAKE UP ANY MISSED CLASSES.

**Syllabus:** 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. Except as noted below, you will be expected to have prepared ALL Questions and Problems for discussion in class. We will NOT cover all Questions or Problems in class, but I WILL answer any questions on ANY of the Questions or Problems in each assignment. For EACH ASSIGNMENT “Prepare” means to read all material and to work through each of the designated Questions and Problems reducing your answer TO WRITING. YOU ARE RESPONSIBLE FOR ALL UCC SECTIONS REFERENCED IN THE CASEBOOK, as well as this syllabus, and in class. Section references to the UCC are to Revised Article 1 and the Official (unamended) Article 2.

I RESERVE THE ABSOLUTE AND UNFETTERED RIGHT, ON DUE NOTICE, TO ADJUST THE SCOPE, COVERAGE, AND PACE OF THESE ASSIGNMENTS. Rather than give you periodic assignment lists through the semester, 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. So be sure to keep an eye on your emails for any updates to this assignment list.

**READING AND CONSTRUING THE CODE AS A STATUTE; SCOPE OF ARTICLE 2; CONTRACT FORMATION AND ENFORCEABILITY; AND DETERMINING THE TERMS OF THE CONTRACT.**

**WEEK 1 – JANUARY 7 & 9**

Administrative Introduction - The Syllabus; READ THIS SYLLABUS CAREFULLY AND COME TO CLASS PREPARED WITH ANY QUESTIONS.

**Chapter 1 – Introduction and Overview P. 1-11;**

**Assignment 1 – Interpreting the UCC P. 13-39, Questions 1 thru 12, Read Nanakuli carefully, Problem 1-1.** The material In Chapter 1 is critical in helping you establish a good approach to reading and understanding statutory material. **Read it with care.** These Questions require you to consider how particular provisions of the Code are to be interpreted. While words DO HAVE MEANING, they also DO REQUIRE INTERPRETATION at times. The use of what I will call “Usage Evidence” (Course of Performance, Course of Dealing, and Usage of Trade – 1-303) is absolutely critical to UNDERSTANDING how to read, construe, interpret, and apply the statutory provisions.
of the UCC. These provisions and skills are applicable to all Code Articles, not just Article 2.

Assignment 2 - Scope of Article 2 P. 41-50, Questions 1 thru 8, Problems 2-1 through 2-8. These problems require you to read carefully, and dissect the Scope provisions of Article 2 and determine subtle distinctions. You then must apply this learning to the Problems.

WEEK 2 – JANUARY 14 (MLK DAY – NO CLASS) & 16

Assignment 3 – Mixed Transactions and Article 2 P. 51-60, Question 1, Problems 3-1 through 3-5 These problems require you to consider the three approaches to contracts that involve the sale of goods, and also the provision or sale of something other than goods. Our focus will be on the five Problems, and applying the caselaw analyses provided to reach the best conclusion. Given that there must be rules for these kinds of mixed transactions, why doesn’t the Code address this common occurrence - consider in particular the material on the 2003 Amendments (which you must read - A2-103(1)(k) and the relevant portion of Comment 7 are attached to this Syllabus as Appendix A.)

Assignment 4 - The Definition of Merchant P. 61-71, Questions 1 thru 9, Problems 4-1 through 4-6. We will cover this material largely through question and answer that will explore your understanding of what this section of the Code means, and by working through the assigned Problems. In addition to 2-104 and its comments, you will need to look at the other sections referenced in the Comments for guidance as to the “merchant” affected by those sections.

WEEK 3 – JANUARY 21 (MLK DAY - NO CLASS) & 23

Assignment 5 - Contract Formation by Offer and Acceptance or By Conduct P. 73-108, Questions 1 thru 22, Problems 5-1 through 5-8. Questions 1-15 and Problems 5-1 and 5-2 address the general rules of contract formation and some narrow, specific rules. They call on you to find specific information in the statute, and discern the subtle differences under the statute of the different phraseology and to dissect the language in 2-206 seeing the interrelationships among the clauses, and seeing that the consequences of certain fact scenarios may be found outside the Code. Questions 16-20 and Problems 5-3 through 5-8 are the beginning of understanding. These are critical Questions and Problems in order to gain understanding of the intricacies of 2-207 as a contract formation provision.
WEEK 4 – JANUARY 28 & 30

Assignment 5 (cont.)

Assignment 6 - Determining the Content of Sales Contracts: Express and Implied Terms, Default Provisions P. 109-122, Questions 1 thru 13, Problems 6-1 through 6-5.

In Assignment 6 we leave 2-207 before returning in Assignment 7. Here we look at the Hierarchy of Terms under 1-303 and derived from the sources studied in Assignment 1. We also see the myriad default provisions found in the statute itself. Finally we see the two aspects that go into what constitutes “Good Faith” under the UCC, and the non-uniformity this has created.

WEEK 5 – FEBRUARY 4 & 6

Assignment 7 – Determining Content When Offer and Acceptance Differ: Battle of the Forms P.123-154, Questions 1 thru 7, Problems 7-1 through 7-7 (Do Problems 7-3 through 7-5 ON YOUR OWN – come to class with questions) – Problems 7-8 and 7-9 are review questions to be done on your own.

WEEK 6 – FEBRUARY 11 & 13

Assignment 9 - Contract Enforceability (Statute of Frauds) P. 185-219, Questions 1 thru 13, Problems 9-1 through 9-6 (We will come back to Assignment 8 Parol Evidence Rule - See Week 10 below). You must read Section 2-201 carefully taking note of the information being asked of you. Be prepared to explain your answers with specific references to the Code language. In each Problem walk through the elements of 2-201(1) or the possible exception, and identify the facts that exist or are missing that show whether the S of F or the exception has been satisfied.

Assignment 14 – Electronic Contracting P. 345-355 Questions 1 thru 6, and Problem 14-3 (Do Problems 14-1 and 14-2 ON YOUR OWN – come to class with any questions)

WEEK 7 – FEBRUARY 18 (PRESIDENTS’ DAY – NO CLASS) & 20

QUIZ NO. 1 Covering all material through Assignment 7, Assignment 9, and Assignment 14 – Wednesday, February 20 - Quiz 30 minutes - Class will begin at 8:35 and we will review the Quiz in class.
WEEK 8 – FEBRUARY 25 & 27

WARRANTIES

Assignment 10 - Introduction to Warranties; Creation of Implied Warranties P. 221-248. Prepare ALL of Problems 10-3 thru 10-7 for class discussion. You are responsible for all Questions 1-19 and Problems 10-1 and 10-2 - DO ON YOUR OWN and come to class with questions.

Assignment 11 - Creation of Express Warranties P. 249-279. Prepare ALL of Problems 11-1, 11-3, 11-4, 11-5 and 11-7 for class discussion. You are responsible for ALL Questions and Problem 11-2 (Skip Problem 11-6 we will come back to this as part of the Parol Evidence Rule – See Week 10) - DO ON YOUR OWN and come to class with questions.

WEEK 9 – MARCH 4 & 6

Assignment 12 - Warranty Disclaimers and Conflicts P. 281-317 (READ ON YOUR OWN P. 293-312 and come with questions. I will hit the highlights of Magnuson-Moss but you are responsible for all material on Pages 293-312). Prepare Problems 12-2 through 12-7. You should prepare ALL Questions and come to class with questions.

As you prepare focus on: 1) the question of whether express warranties can be disclaimed, 2) how 2-316(2) and (3) inter-relate in establishing how implied warranties are disclaimed; whether 2-316(2) can be characterized as a “safe harbor” provision? (What IS a “safe harbor” provision?). Consider - is 2-316(2) the ONLY way to disclaim implied warranties? How does one disclaim the warranties in 2-312?

Assignment 13 - Extending Warranties to Third-Party Beneficiaries P. 319-338. Do Questions 1 thru 4 and Problem 13-1 ON YOUR OWN. We will run through Problem 13-2 in class.

SPRING BREAK – MARCH 11-15

WEEK 10 – MARCH 18 & 20

BACK TO Assignment 8 - Parol Evidence Rule. P. 155-183. Section 2-202, as your authors note, is a difficult section to parse. As always you are responsible for all of the readings, Questions, and Problems in the book, and I will be happy to answer any questions you have on any of the material in class. However, we will only do the following in class – Questions 1 thru 7, 10 thru 16, Problems 8-1 through 8-4, AND
Problem 11-6 P. 278. You may want to Re-Read Nanakuli.

WEEK 11 – MARCH 25 & 27


QUIZ NO. 2 Covering all material in Assignment 8 and Assignments 10 through Assignment 13 and Assignment 15 – Wednesday, March 28 - Quiz 30 minutes – Class will begin at 8:35 and we will review the Quiz in class.

WEEK 12 – APRIL 1 & 3

PERFORMANCE AND REMEDIES

Assignment 16 - Identification, Tender of Delivery, Risk of Loss, and Passage of Title P. 377-406 YOU ARE RESPONSIBLE FOR ALL MATERIAL IN THIS ASSIGNMENT and I will be happy to answer any questions you have on any of the materials in class. We will cover in class the following – Questions 1&2, 9 thru 17, Problems 16-1, 16-4, 16-7 through 16-10.

WEEK 13 – APRIL 8 & 10

Assignment 17 - Buyer’s Rights and Duties after Tender, Part I: Rejection and Cure P. 407-433. ONCE AGAIN - YOU ARE RESPONSIBLE FOR YOU ARE RESPONSIBLE FOR ALL MATERIAL IN THIS ASSIGNMENT and I will be happy to answer any questions you have on any of the problems in class. We will cover in class Problems 17-1 through 17-5

Assignment 18 - Buyer’s Rights and Duties after Tender, Part II: Acceptance and Revocation of Acceptance, Inspection… P. 435-461. ONCE AGAIN - YOU ARE RESPONSIBLE FOR ALL MATERIAL IN THIS ASSIGNMENT and I will be happy to answer any questions you have on any of the problems in class. We will cover in class Questions 2 thru 5, 10 thru 20 and Problems 18-1 through 18-6

WEEK 14 – APRIL 15 & 17

Assignment 22 P. 543-575 - Buyer’s Remedies for Seller’s Breach (Skip Assignments 19-21). ONCE AGAIN - YOU ARE RESPONSIBLE YOU ARE RESPONSIBLE FOR ALL MATERIAL IN THIS ASSIGNMENT and I will be happy to answer any questions you have on any of the problems in class. We will cover in class ONLY Questions 8 thru 17, Problems 22-1, 22-2, 22-5, and 22-6 in class.
Assignment 23 - Seller’s Remedies for Buyer’s Breach. P. 577-606

ONCE AGAIN – YOU ARE RESPONSIBLE FOR ALL MATERIAL IN THIS ASSIGNMENT and I will be happy to answer any questions you have on any of the problems in class. We will cover in class Questions 2 thru 6, 9 thru 11, and 18 thru 19, Problems 23-1, 23-2, AND 23-7.

WEEK 15 – APRIL 22 &24

Finish Assignment 23

QUIZ NO. 3 Covering all material in Assignment 16 through Assignment 18 and Assignments 22 and 23 – Wednesday, April 25 - Quiz 30 minutes - Class will begin at 8:35 and we will review the Quiz in class.
2003 Amendment to Article 2 re Definition of “Goods”

2-103(1)(k):

(“Goods” means all things that are movable at the time of identification to a contract for sale. The term includes future goods, specially manufactured goods, the unborn young of animals, growing crops, and other identified things attached to realty as described in Section 2–107. The term does not include information, the money in which the price is to be paid, investment securities under Article 8, the subject matter of foreign exchange transactions, or choses in action.)
7. The definition of “goods” in this article has been amended to exclude information not associated with goods. Thus, this article does not directly apply to an electronic transfer of information, such as the transaction involved in Specht v. Netscape, 150 F. Supp. 2d 585 (S.D.N.Y. 2001), aff’d, 306 F.3d 17 (2d. Cir. 2002). However, transactions often include both goods and information: some are transactions in goods as that term is used in Section 2-102, and some are not. For example, the sale of “smart goods” such as an automobile is a transaction in goods fully within this article even though the automobile contains many computer programs. On the other hand, an architect’s provision of architectural plans on a computer disk would not be a transaction in goods. When a transaction includes both the sale of goods and the transfer of rights in information, it is up to the courts to determine whether the transaction is entirely within or outside of this article, or whether or to what extent this article should be applied to a portion of the transaction. While this article may apply to a transaction including information, nothing in this Article alters, creates, or diminishes intellectual property rights....