Course: Commercial Law 742/512

Instructor: Lisa D. Sparks
LisaDSparks@verizon.net

Days/Time: Mondays & Wednesdays, 6:15-10 pm

Course Description:
This course will introduce students to the creation, transfer and enforcement of negotiable instruments (e.g., checks and promissory notes) and the creation, priority and enforcement of security interests in personal property. This course will therefore cover Articles 3, 4, 6 & 9 of the Uniform Commercial Code, as well as relevant Common Law and certain provisions of the United States Bankruptcy Code.

Course Materials:
2. Michie’s Annotated Code of Maryland: Commercial Law Art. (Volumes I & II)
3. Price v. Neal, 3 Burr. 1354 (King’s Bench, 1762)
4. Problems and Maryland cases as distributed and assigned

You are expected to bring your textbook and any problems to class for discussion and have access to the current code during class. You may utilize an electronic version of the Maryland UCC as long as it has annotations.

If you choose to purchase your textbook and/or optional secondary materials (the Examples & Explanations series is decent for this subject) from the publisher directly, UB’s student rep has provided the following discount codes: Enter promo code "1BALTIMORE" during checkout to receive 25% off all study aids and enter promo code "1BALTIMORE2" to receive 15% off all casebooks. The Examples and Explanation series offers two good study aids for this subject.

Course Objectives and Outcomes: To give the student a basic working knowledge of transactional law governing customary non-cash payment media and the law’s approach to unsecured and secured credit.

Grades: Grading will be based primarily upon one closed-book, 3-hour, multiple choice final examination with class participation factored in. The exam is tentatively scheduled for July 8, 2015.

Assignments/Participation: Students will be expected to have read the assigned materials, especially the code sections, and be prepared to discuss the problems therein and in-class hypotheticals.

Attendance: Class attendance is a primary obligation of each student whose right to continued enrollment in the course and to take the examination is conditioned upon a record of satisfactory
exceeds the maximum allowable absences may be compelled to withdraw from the course, or
may be barred from sitting for the final exam. A student who is compelled to withdraw or is
barred from sitting for the final exam may receive an "F" in the course. Attendance will be taken
at the beginning of each class. A student who is present but unprepared for class, who is more
than 5 minutes late, or who leaves early may be treated as absent. If you must be late to class,
enter as quickly and quietly as possible to minimize disruption. If you are expecting to be late or
absent, please do not call, email, fax, or text me. Obtain notes from a classmate and catch up
before the next class. Attendance and participation are the primary indicators of success in this
course. Please keep track of your own absences. I will not entertain inquiries about how
many you’ve used or have left.

Computers: Students may use laptop computers for class-related purposes only. We will take a
break in the middle of each class which will provide you an opportunity to check your email, call
home, return text messages, get a snack, get an update on any scores of importance to you, and
stretch. You are therefore expected to pay attention and participate throughout the class and
avoid distracting your classmates.

Food and Beverage: Snacks and drinks are permitted during class provided that you avoid loud
and messy items. Please clean up after yourself and save anything inappropriate for a break.

Class Cancellation: If the instructor must cancel a class, notices will be sent to students via
email and posted on the classroom door. If there is inclement weather or a University-wide
closing, students should visit the University of Baltimore web page or call the University’s Snow
Closing Line at (410) 837-4201. If the University is not closed, students should presume that
classes are running on the normal schedule. To avoid makeup classes, an alternative assignment
may be provided if the instructor must miss part or all of a class. You are expected to diligently
complete that assignment in accordance with the directions given to earn credit for attending that
class period.

Academic Integrity: Students are obligated to refrain from acts that they know or, under the
circumstances, have reason to know will impair the academic integrity of the University and/or
the School of Law. Violations of academic integrity include, but are not limited to: cheating;
plagiarism; misuse of library materials; use of another’s book or study materials without consent;
unapproved multiple submissions; material misrepresentation of one’s academic history or
standing; misrepresentation of any academic matter; intentionally giving another student false or
inaccurate information about class requirements; inappropriate discussion of exams; and
misrepresenting or falsifying class attendance reports. [Reference to School of Law Honor Code
http://law.ubalt.edu/template.cfm?page=477]

Disability Policy
If you are a student with a documented disability who requires an academic accommodation,
please contact Leslie Metzger, Director for Student Support in the Office of Academic Affairs at
410-516-5623 or via email at lmetzger@ubalt.edu.
### TOPICS & ASSIGNMENTS

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The topics and code sections listed above are subject to shifting based on how quickly the class is able to master certain concepts. You may find it more beneficial to read the textbook assignments after class rather than before, but should review the code sections and problem sets in advance of each class.