

<b>SALES AND LEASES SYLLABUS &amp; FIRST DAYS' ASSIGNMENTS</b>
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**UNIVERSITY OF BALTIMORE SCHOOL OF LAW  
SPRING 2020  
DECEMBER 5, 2019**

**Course:** Sales and Leases  
LAW 743  
Section 311

**Instructor:** James R. Maxeiner  
Room 528, email [jmaxeiner@ubalt.edu](mailto:jmaxeiner@ubalt.edu), telephone 410-837-4628  
Office Hours: Tuesdays, 12:01 PM to 12:30 PM; Wednesdays 2:15 PM to 2:45 PM

**Days/Time:** Mondays & Wednesdays, 3:00 PM to 4:15 PM

**Location:** Check the Law School class schedule for the room assignment

**Course Description:**

Study of Articles 2 and 2A of the Uniform Commercial Code, including formation of sales and lease agreements, performance, warranty, risk of loss, remedies, and international issues under the United Nations Convention on Contracts for the International Sales of Goods (CISG).

**Required Course Materials:**

- John Murray, Jr. & Harry Flechtner, *Sales, Leases and Electronic Commerce: National and International Transactions*, 4<sup>th</sup> ed., 2013.<sup>1</sup>
- Uniform Commercial Code Official Text and Comments, Articles 1 and 2 and CISG. You may use any recent edition of a statutory supplement that includes these two UCC articles, with official comments and the CISG. One such supplement is set out in the footnote. Most *commercial law* supplements qualify; most *contracts law* supplements do not.<sup>2</sup> If you do not know whether a supplement is acceptable, I'll be happy to check it out for you.

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<sup>1</sup> Available in two versions, text only, 2013, 9780314282859, with additional electronic tools, and as Casebook Plus, 2019, ISBN 9781684671625, The electronic supplements are available separately; the texts are the same. The Casebook Plus version includes access to a digital copy of the book and to additional electronic support.

<sup>2</sup> *E.g.*, Bryne, *Contracts Texts: Restatement 2d Contracts, UCC Article 2 and CISG* (6<sup>th</sup> ed., Institute of International Banking Law and Practice, 2019) has the advantage of including the full Restatement (Second) of Contracts. It can be bought directly from the publisher.

<https://shop.iiblp.org/collections/lc-publications>

You **must** bring the problems from the textbook and the statutory supplement to every class.

**Student Learning Outcomes:**

At the end of the course, students will understand: ♦ the various bodies of law governing domestic and international sales of goods and domestic leases of goods; ♦ the fundamentals of the law of domestic and international sales and domestic leases of goods, as well as some of the economics, politics, and legal theory underlying that body of law and shaping its continuing development; ♦ how to (a) determine which body of substantive law applies to a particular situation, (b) carefully and thoughtfully read the relevant authorities, (c) formulate a defensible position regarding, if not a resolution of, the situation, and (d) communicate your position or resolution and the rationale underlying it; and ♦ how to critically evaluate the applicable law, relevant authorities, and the conclusions you draw from reading and thinking about them.

**Homework:**

Much of the class will address how rules are applied to facts by working through problems. These problems are to be answered briefly in writing beforehand and submitted to the Assignment page of the TWEN site by the start of class on the day assigned. If you submit a document (it is not necessary) be sure to include on the document your surname. Your submissions will be graded pass/fail. Late assignments (i.e., submitted after beginning of class, will count half, if submitted within a week, and will count one quarter if submitted thereafter but before the last class. If not submitted then, they will count 0. Up to five assignments may be submitted late, provided they are submitted before the end of the course, without adverse consequences. PLEASE DO NOT request an extension.

**Assessment:**

- The ungraded homework assignments will count 20% of the course grade.
- There will be an in-class mid-term on the day provided by the law school (Wednesday, February 26); it will count 20% of the course grade.
- There will be an in school final examination; it will count 60% of the course grade.
- The formats of the examinations will be discussed in class.
- The final grade so determined may be increased or decreased by one grade level for class participation.

**Course Expectations:**

American Bar Association Accreditation Standards establish guidelines for the amount of work students should expect to complete for each credit earned. Students should expect approximately one hour of classroom instruction and two hours of out-of-class work for each credit earned in a class, or an equivalent amount of work for other academic activities, such as simulations, externships, clinical supervision, co-curricular activities, and other academic work leading to the award of credit hours.

You are expected to complete all reading assignments and to consistently participate in class discussion in order to demonstrate that you have read and reflected on the issues raised in the assignment.

**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 attendance satisfactory to the professor. A student who exceeds the maximum allowed absences of five classes may be compelled to withdraw from the course or may be barred from sitting for the final exam. Students who are forced to withdraw for exceeding the allowed absences may receive a grade of FA (failure due to excessive absence). This policy is consistent with American Bar Association Standards for Law Schools.

**Classroom courtesy:**

Please arrive on time. **DO NOT LEAVE THE CLASS WHILE THE CLASS IS UNDERWAY.** It is rude and disruptive. Permission will be granted where reasonably necessary and timely requested.

**Computers:**

Students may **NOT** use laptop computers or smart phones in class.

**Presentations:**

The slide presentations shown in class will be made available after class in an electronic form.

**Course TWEN Web Site:**

This course has a TWEN page that links to this syllabus, announcements, the class assignments, and other class materials. You are responsible for self-enrolling in the TWEN page and for checking it regularly for course information. It will have the most up-to-date information on assignments.

**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, students should visit the University of Baltimore web site or call the University's Snow Closing Line at (410) 837-4201. If the University is open, students should presume that classes are running on the normal schedule.

**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, [https://law.ubalt.edu/academics/policiesandprocedures/honor\\_code/index.cfm](https://law.ubalt.edu/academics/policiesandprocedures/honor_code/index.cfm)]

### **Course Evaluations**

It is a requirement of this course that students complete a course evaluation. The evaluation will be available later in the semester and is entirely anonymous. Faculty members will not have access to the feedback provided on course evaluations until after all grades are submitted.

### **Title IX Sexual Misconduct and Nondiscrimination Policy:**

The University of Baltimore's Sexual Misconduct and Nondiscrimination policy is compliant with Federal laws prohibiting discrimination. Title IX requires that faculty, student employees and staff members report to the university any known, learned or rumored incidents of sex discrimination, including sexual harassment, sexual misconduct, stalking on the basis of sex, dating/intimate partner violence or sexual exploitation and/or related experiences or incidents. Policies and procedures related to Title IX and UB's nondiscrimination policies can be found at: <http://www.ubalt.edu/titleix>.

### **Disability Policy:**

If you are a student with a documented disability who requires an accommodation for academic programs, exams, or access to the University's facilities, please contact the Office of Academic Affairs, at [ublacadaff@ubalt.edu](mailto:ublacadaff@ubalt.edu) or (410) 837-4468.

### **ASSIGNMENTS**

Assignments will be posted to the Calendar page of the TWEN site.

In principle we will go through the course book in book text order with occasional deletions and possible additions. We will not necessarily cover in class all problems and all materials assigned. You will still be responsible for turning in assigned homework and learning the materials.

You are expected to read all relevant statutes even if not specifically assigned.

### First Days' Assignments

In the first two weeks (the first three classes) we will read Chapter 1. I expect to address individual pages on days as listed below, but we may reach material earlier or later than shown. In those cases, the due dates of problems will not change. Should we reach material early, class preparation, while desirable, will not be expected. **CISG will be the focus of the January 22 class.**

Day	Statutes <sup>3</sup>	Problems	MF <sup>4</sup> Pages	Topic
Jan 13			1-9	<b>Ch 1 Part 1: Overview</b>
Jan 15	§§ 2-102, 2-105, 2-107, 2-304, 2-314, 2-501	1, 2, 3, 4	9-10, 14-24	Ch 1 Part 2: Scope—A. Transactions in Goods <b>Omit <i>Duro Bag</i> case</b>
	§§ 1-201, 2-102, 2-403	5	24-27	Ch 1 Part 2: B. Sale and Contract for Sale
<b>Jan 20</b>			<b>No Class</b>	<b>Martin Luther King Day</b>
Jan 22	§§ 1-201(b)(35), 2-102		27-28	Ch 1 Part 2: C. Secured Transactions
	§ 1-203		28-33	Ch 1 Part 2: D. Leases—Article 2A
	Arts 1-6, 10, 12, 96	6, 7	33-38	Ch 1 Part 2: E. UN CISG.

<sup>3</sup> § refers to UCC. Art. refers to CISG.

<sup>4</sup> MF refers to the textbook by Murray & Flechtner.