

**Contracts**  
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**William S. Boyd School of Law**  
**University of Nevada Las Vegas**  
**Spring 2009**

**Syllabus**

*[T]he law does not consist of a series of unchangeable rules or principles engraved upon an indestructible brass plate or, like the code of Hammurabi, upon a stone column. Every system of justice and of right is of human development, and the necessary corollary is that no known system is eternal. In the long history of the law can be observed the birth and death of legal principles. They move first with the uncertain steps of childhood, then enjoy a season of confident maturity, and finally pass tottering to the grave. . . . The law is merely a part of our changing civilization. The history of law is the history of man and of society. Legal principles represent the prevailing mores of the time, and with the mores they must necessarily be born, survive for the appointed season, and perish.*

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*The truth of the warning as to the nature of law must be determined by each student anew for himself. This requires long study and experience, a comparative study of cases both in books and in life....*

ARTHUR L. CORBIN, ANSON ON CONTRACTS v-vi (3d Am. ed. 1919).

***Goals and Objectives***

With that in mind, I aspire, at a minimum, to:

- ◆ convey the fundamentals of the common law of contracts, as well as selected elements of statutory contract law, as they presently exist, and some of the theory underlying existing contract law and shaping its continuing development;
- ◆ teach you how to (a) determine which body of substantive contract law applies to a particular situation, (b) carefully and thoughtfully read the relevant authorities (both binding and persuasive), (c) formulate a sound argument regarding, if not a resolution of, the situation, and (d) communicate your argument or resolution and the rationale underlying it in a variety of ways to the appropriate audience;
- ◆ challenge you to critically evaluate the applicable law, relevant authorities, and the conclusions you draw from reading and thinking about them; and, thereby,
- ◆ prepare you for more advanced courses requiring a substantive knowledge of contract law, the skills identified above (none of which are peculiar to the study of contracts), or both, as well as, eventually, the bar exam and your professional life.

### ***Class Meetings***

Class is scheduled to meet **Mondays from 10:30 a.m. to 12:00 p.m., Wednesdays from 10:00 a.m. to 11:30 a.m., and Thursdays from 9:30 a.m. to 11:00 a.m.** in **BSL 110**. We will not meet Presidents' Day (February 16th) or during spring break (March 16th, 18th, and 19th). We will probably not meet April 16th. We will meet at our normal Monday time on Tuesday, April 28th, which is an "administrative Monday" (to make up for Presidents' Day). I reserve the right to make up any class I must miss. In addition to our scheduled class meetings and any make-ups, I will hold one or more optional review sessions. I will announce dates, times, and locations well in advance.

### ***Office Hours***

My office is **RAJ 428**. My office hours this semester will be **Wednesdays 3:00-6:00 P.M.** I will also try to make myself available after class most days. I am in my office (except for committee meetings or occasional forays to the Library) most afternoons. Feel free to drop in. I will either see you then or arrange a time to meet with you. I always try to accommodate requests to schedule an appointment either during or outside of my posted office hours. You may also e-mail me at [keith.rowley@unlv.edu](mailto:keith.rowley@unlv.edu). I check my e-mail frequently, whether I am in town or not, and will respond as promptly as I can (generally "cc"-ing the whole class unless doing so would be inappropriate).

### ***Required Materials***

Our principal texts will be David G. Epstein, Bruce A. Markell & Lawrence Ponoroff, *Making and Doing Deals: Contracts in Context* (2d ed. 2006) and *Contract Law: Selected Source Materials* (Steven J. Burton & Melvin A. Eisenberg eds. 2008). Both of titles should be available in the UNLV Bookstore. I will also assign additional materials, which I will distribute in class and via the Internet.

### ***Optional Materials***

Because of the pace of this course, I think you might benefit from referring to one of the leading hornbooks – E. Allan Farnsworth, *Contracts* (4th ed. 2004), or Joseph M. Perillo, *Calamari & Perillo on Contracts* (5th ed. 2003) – or mini-hornbooks – Marvin Chirelstein, *Concepts and Case Analysis in the Law of Contracts* (5th ed. 2006), Jeffrey Ferriell & Michael Navin, *Understanding Contracts* (2004), or Robert A. Hillman, *Principles of Contract Law* (2004) – to further supplement the required readings. The law library has copies of each and the UNLV Bookstore should have copies of Farnsworth and Hillman for purchase.

### ***Supplementary Materials***

Burton & Eisenberg reproduce the relevant provisions of the Uniform Commercial Code ("UCC") and the *Restatement (Second) of Contracts*; but, they do not reproduce most of the comments and illustrations that aid in understanding and applying those provisions. The law library has multiple copies of the UCC, including the official comments and illustrations, and the *Restatement (Second)*, including the reporter's notes, comments, and illustrations. The American

Law Institute also publishes, in conjunction with West Group, a Student Edition of the *Restatement (Second) of Contracts* in three volumes. The student edition is softbound, rather than hardbound, but contains everything included in the three hardbound volumes. I purchased this set when I was in law school and it proved helpful several times in Contracts and in other law school courses, while working on the law review and as a judicial clerk, and in practice.

The law library and UNLV Bookstore have copies of my book, *Questions & Answers: Contracts* (rev. 1st ed. 2006), and Brian A. Blum, *Contracts: Examples & Explanations* (4th ed. 2007). Both are good resources for students looking for ways to test their abilities to apply the legal concepts about which you will read and we will discuss in class. The Center for Computer-Assisted Legal Instruction ([www.cali.org](http://www.cali.org)) offers a number of contracts tutorials that you can work on-line, download, or work from a CD-ROM available from the law library.

Finally, if you are truly ambitious, the Library has copies of the three leading American multi-volume contracts treatises: *Corbin on Contracts*, *Williston on Contracts*, and *Farnsworth on Contracts*. *Corbin on Contracts*, which the late Grant Gilmore (contracts scholar extraordinaire and principal draftsman of the original Article 9 of the UCC) called “the greatest law book ever written,” currently consists of 15 volumes, twelve of which are the beginning of a comprehensive Revised Edition being prepared under the auspices of Professor Joseph M. Perillo (of Fordham University Law School), the balance of which are the “original” edition authored by the late Arthur Linton Corbin (of Yale Law School) himself. Professor Richard A. Lord (of Campbell University’s Norman Adrian Wiggins School of Law) completed the Fourth Edition of *Williston on Contracts* in 2004. It is in 31 volumes and is updated annually. The three-volume *Farnsworth on Contracts* (3d ed. 2004) represents a strong effort by the principal author (late of Columbia Law School) of the *Restatement (Second) of Contracts* to provide greater coverage than afforded by a hornbook without the painstaking detail of *Corbin* or *Williston*. My friend, Professor Larry Garvin (of The Ohio State University’s Michael E. Moritz College of Law), is now in charge of updating Farnsworth’s treatise. For additional guidance on UCC-related issues, the Library offers James J. White & Robert S. Summers’s four-volume treatise: *Uniform Commercial Code (Practitioners Series)* (5th ed. 2002-08), as well as the one-volume hornbook, James J. White & Robert S. Summers, *Uniform Commercial Code* (5th ed. 2000).

Obviously, I do not expect any of you to read all of the foregoing this semester, this year, or even this lifetime. My aim is to offer you access to as much helpful information as you desire. I have my own copies of virtually all of the above and many more useful references. If you find yourself pressed and unable to locate a resource that you want to review, come by my office. If I am in, and if I am not using the book you want, you may look at it in my office.

### **Grades**

Grades are not a reflection of your value as a human being (or, in some instances, your potential as a lawyer). However, they can be important, everything else being equal, in securing a place on the *Nevada Law Journal*, a certain summer job, a judicial clerkship, or other post-law school employment. Moreover, there is a strong correlation between Boyd students’ grades and their performance on the Nevada Bar Exam. I will make every effort to fairly evaluate your written and in-class performance and to assign you a grade that fairly reflects that performance.

### *Class Participation*

The purpose of this course – to further teach you how to “think like a lawyer” about contracts and related matters – is best served by regular class preparation, attendance, and participation. As a consequence, I reserve the right to raise or lower your final grade by up to one-half letter (*e.g.*, from B to B+ or from A- to B+) based on your class attendance and class participation. **I also reserve the right to drop any student who misses ten or more class meetings (with or without excuse) or to reduce a student’s course grade by one-half letter grade for each class missed following his or her ninth absence.**

### *“On Call” Students*

A specific group of students will be “on call” for each reading assignment. Students who are “on call” remain on call for that assignment, regardless of when we cover the material in class. On days when you are “on call,” I expect you to attend (barring an excused absence) and to be ready to answer an array of questions about the assigned materials and the issues that they raise. On days when you are not “on call,” you should attend and contribute to the class discussion when I call on you.

### *Optional Assignments*

I may make one or more optional written assignments during the course of the semester. You may choose whether to complete each assignment and submit your work. If you do, it will count toward your course grade – thus reducing the weight of the final exam – unless counting it would lower your course grade; if you do not, it will not count against you, but the weight of your final exam grade will be more.

### *Weekly (More or Less) Quizzes*

I plan to offer several short quizzes throughout the semester to allow you and me to better assess your grasp of key concepts, some of the nuances surrounding them, and the cumulative nature of the material. I hope to administer these using the LexisNexis course page (see below). Because this is the first time I have tried to do so, there may be a bug or two to work out. Bear with me and be flexible if I need to find another way to administer the quizzes.

### *Exam(s)*

The largest component of your grade for this semester will be the **final exam**, currently scheduled to be administered on **Thursday, May 14th at 1:00 p.m.** The final exam will include questions designed to test both the breadth of your knowledge of the concepts and material we will have covered and the depth of your knowledge and your analytical skills. At present, I am contemplating some combination of timed and take-home examination for the final because of the logistical, physical, mental, and emotional difficulties with testing five credits worth of material on one final exam. ***Please do not make plans to leave Las Vegas before 3:00 p.m., Friday, May 15th.*** I may also offer a shorter **mid-term exam** before Spring Break. If I do, your performance on this mid-term will account for 20% of your course grade. I will discuss the format of any exam well in advance.

## *Calculating Your Course Grade*

I plan to calculate your course grade in the following manner:

Final Exam	60% to 90%
Mid-Term Exam	0 or 20%
Quizzes	10% to 20%
Optional Assignments	0% to 10%
Class Participation	+5% to -5%

Current law school policy permits me (1) to consider work graded nonanonymously and your classroom performance (as discussed above), as well as your performance on the anonymously-graded mid-term and final exams; and (2) to combine anonymous and nonanonymous grade components after obtaining exam number identities from the registrar, provided that I disclose that fact in writing before the end of the first week of the semester. Consider this my written disclosure to you that, as I have done for the entirety of my legal teaching career, I will decide whether to count one or more of your optional written assignment grades, if applicable, and will calculate your final course grade, including class participation, after I obtain your exam number identities from the registrar. Never fear. I take grades too seriously and value my reputation as a fair grader too much to play favorites.

## *Class Web Pages*

I have created a LexisNexis Web Course page, which includes an interactive “discussion board” and enables me and you to send e-mails to the entire class. **If you do not have a LexisNexis Custom ID or a LexisNexis password, please get one as soon as possible. If the e-mail address associated with your current LexisNexis Custom ID or a LexisNexis password is not the e-mail address you normally use, please contact the law school’s LexisNexis representative to update your e-mail address.** You should check your e-mail and the web site for announcements and assignment changes, electronic versions of supplemental cases and handouts, sample questions and answers, etc. and use its discussion board to submit questions to me and to read my responses to your and your fellow students’ questions.

## *Class Assignments*

In order to give you a better idea of the “big picture” at the outset, I am departing from my longstanding practice and posting a reading list and “on call” assignments for the entire semester before classes begin. I reserve the right to modify assignments as circumstances dictate. I will always tell you before or at the end of a particular class what I expect to discuss in the next class. **For our first class** (Jan. 21st), read the materials listed under **topics I.A and I.B. of the Reading List**, as well as the **Course Introduction handout**. I will post to the LexisNexis Web Course page at least a week before the class meeting in which I expect to discuss them copies of any Reading List items that are not in the assigned texts. If you need paper copies, please check with Nettie Mann in RAJ 414.

### *Accommodating Disabilities*

UNLV complies with the provisions set forth in Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, offering reasonable accommodations to qualified students with documented disabilities. The UNLV Disability Resource Center (DRC) coordinates all academic accommodations for students with documented disabilities. The DRC is the official office to review and house disability documentation for students, and to provide them with an official Academic Accommodation Plan to present to the faculty if an accommodation is warranted. The Provost's Office has directed faculty not to provide students accommodations without being in receipt of an official Academic Accommodation Plan.

If you have a documented disability that may require accommodations, you will need to contact the DRC to coordinate services. The DRC is located in the Student Services Complex (SSC), Room 137. Its contact numbers are: Voice (702) 895-0866 / TTY (702) 895-0652 / Fax (702) 895-0651. For additional information, visit <http://studentlife.unlv.edu/disability/>.