The 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.

* * *

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 and Wednesdays** from 7:10 to 9:40 p.m. in **Room 110**. We will not meet February 19th (Presidents’ Day), March 12th (Spring Break), or March 14th (ditto). Tuesday, April 24th is an “administrative Monday” (to make up for Presidents’ Day), so we will meet at our normal Monday time on that Tuesday. I reserve the right to make up any class I must miss. In addition to the scheduled class meetings, I will hold one or more optional review sessions. I will announce dates, times, and locations well in advance.

Office Hours

My office is **Room 428**. My office hours this semester will be **Wednesdays 4:00-6:00 P.M.** I will also try to make myself available after class for those with the stamina to stay. I am in my office (except for committee meetings or occasional forays to the Library) most afternoons and many mornings. Feel free to drop in. I will either see you then or arrange a time to meet with you. I will make every effort 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. 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. 2006). Both of titles should be available in the UNLV Bookstore. I will also assign additional materials, which I will distribute in class and post (as much as I am able to do so) on the Internet.

Optional Materials

Because of the pace at which we must cover the material in this course, I think you may 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 – Robert A. Hillman, *Principles of Contract Law* (2004), or Jeffrey Ferriell & Michael Navin, *Understanding Contracts* (2004) – to further supplement the cases, statutes, problems, and other required readings. Copies of each of these titles are available in the Library and copies of Farnsworth’s hornbook and Hillman’s “concise hornbook” should be available for purchase in the UNLV Bookstore.

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 Library has multiple copies of the UCC including the official comments 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 of the Restatement (Second). I purchased this set when I was in law school and have never regretted doing so. It proved helpful on several occasions in my Contracts course and in other law school courses, while working on the law review and as a judicial clerk, and in practice.

The Library and UNLV Bookstore have copies of my book, Questions & Answers: Contracts (rev. 1st ed. 2006), and Brian A. Blum, Contracts: Examples & Explanations (3d ed. 2004). 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.

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, eleven 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 himself. Williston on Contracts is a bit more convoluted. The most recent complete edition is the Third Edition, prepared by Professor Walter H.E. Jaeger (late of Georgetown University Law Center). It is in 18 volumes, the main text of which was completed in 1978, and is updated annually by the publisher. Professor Richard A. Lord (of Campbell University) has completed the first 31 volumes of a Fourth Edition. 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. 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) (4th ed. 1995 & 5th ed. 2002). The Library and UNLV Bookstore also offer 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 sales 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 seven 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 sixth absence.

“On Call” Students

I will assign a specific group of students to be “on call” for each reading assignment. Persons 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.

**Written Assignments**

I may make one or two written assignments during the course of the semester. You may choose whether to turn in 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.

**Testing**

The largest component of your grade for this semester will be the final exam, currently scheduled to be administered on Thursday, May 10th at 6:00 p.m. The final exam will include questions designed to test both the breadth of your knowledge of the 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. I will also offer a shorter mid-term exam before Spring Break. Your performance on this mid-term will account for 30% of your course grade. I will discuss the format of each exam well in advance, and will provide you, as the semester goes along, with sample exam questions and answers from past exams.

**Calculating Your Course Grade**

Current BSL 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. I hereby disclose.
I plan to calculate your course grade in the following manner:

<table>
<thead>
<tr>
<th>Component</th>
<th>Percentage Range</th>
</tr>
</thead>
<tbody>
<tr>
<td>Final Exam</td>
<td>60% to 70%</td>
</tr>
<tr>
<td>Mid-Term Exam</td>
<td>30%</td>
</tr>
<tr>
<td>Written Work</td>
<td>0% to 10%</td>
</tr>
<tr>
<td>Class Participation</td>
<td>+5% to -5%</td>
</tr>
</tbody>
</table>

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 both of your optional homework 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 will create a LexisNexis course page no later than Friday, January 12th. I will also post copies of most of the course materials at http://www.law.unlv.edu/faculty/rowley/contracts.htm. You should check your e-mail and the LexisNexis web page for announcements and assignment changes and use its discussion board to submit questions to me and to read my responses to your and your fellow students’ questions.

Class Assignments

I will periodically distribute and post a list of reading and “on call” assignments. I reserve the right to modify assignments as circumstances dictate. I will always try to tell you before the end of a particular class what I expect you to have read for the next class. For our first class (Jan. 17th), read the materials listed under topics I.A and I.B. of the Reading List, as well as the Course Introduction handout. Items on the Reading List that are not in one of the assigned texts are contained in Supplemental Readings Packet #1, which should be in your campus mailbox, along with a copy of this Syllabus, Part I of the Reading List, and the Course Introduction handout, by noon Thursday, January 11th.

Accommodating Disabilities

The UNLV Disability Resource Center (DRC) houses the resources for students with disabilities. If you have a documented disability that may require accommodations, you will need to contact the DRC for the coordination of services. The DRC is located in the Student Services Complex (SSC), Room 137. Their numbers are: VOICE 895-0866 / TDD 895-0652 / FAX 895-0651. For additional information, please visit http://www.unlv.edu/studentlife/drc.