Sales and Leases
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William S. Boyd School of Law
University of Nevada Las Vegas
Spring 2006

Syllabus (Revised)

[T]he Code is more what you’d call “guidelines” than actual rules.¹

Course Coverage and Approach

The law changes constantly, though most of the changes come (to paraphrase Neil Armstrong) in the form of small steps, rather than giant leaps. Three examples of the constant change in the field of commercial law – where lawyers, judges, legislators, and the like constantly struggle to keep pace with ever-changing technology, financial transactions and devices, and an increasingly global marketplace – are the rapid spread of the Uniform Electronic Transactions Act (UETA), which is now the law in 46 states – including Nevada – and the District of Columbia,² the recent adoption by 14 states – including Nevada – of a comprehensively revised Uniform Commercial Code (UCC) Article 1,³ and the United Nations General Assembly’s November 2005 adoption of the U.N. Convention on the Use of Electronic Communications in International Contracts. In addition, the 2003 amendments to UCC Articles 2 and 2A, promulgated by the National Conference of Commissioners on Uniform State Law (NCCUSL) and the American Law Institute (ALI), but as yet not adopted by any state, raise the possibility of changes to many of the core UCC provisions we will study in this course.

In this climate of change, I have to make decisions about which versions of Articles 1, 2, and 2A to emphasize. We will devote most of our attention to pre-revised UCC Article 2, governing contracts for the sale of goods. We will also spend some time discussing pre-revised UCC Article 2A, governing leases of goods, and the United Nations Convention on Contracts for the International Sale of Goods (“CISG”), governing contracts for sale of goods between a party in the U.S. and a party in another country that has ratified the Convention, as well as the impact of both pre-revised and revised UCC Articles 1, the UETA, and the Electronic Signatures in Global and National Commerce Act (“E-SIGN”) on sales and leases of goods and sales of other personal property. Time permitting, we may also take quick looks at one or more of the UCC Articles 5 (Letters of Credit) and 7 (Documents of Title), the Uniform Consumer Leases Act, the


³ As of January 1, 2006, Revised Article 1 is in effect in Alabama, Arkansas, Connecticut, Delaware, Hawaii, Idaho, Minnesota, Montana, Nebraska, Nevada, New Mexico, Oklahoma, Texas, and Virginia.
I will teach this course using both cases and problems – with emphasis on the latter. We will also, from time to time, turn to secondary sources to better inform our case analysis, to fill in gaps where case law is lacking, to discuss changes in governing law, and to aid problem solving.

**Goals and Objectives**

I aspire, at a minimum, to teach you:

♦ the various bodies of law governing domestic and international sales and leases of goods and other forms of personal property;

♦ the fundamentals of the statutory law of domestic and international sales and 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

♦ to critically evaluate the applicable law, relevant authorities, and the conclusions you draw from reading and thinking about them.

**Class Meetings**

This class will meet **Mondays and Wednesdays from 3:05 to 4:30 p.m. in Room 110.** We will not meet February 20th (Presidents’ Day) or during Spring Break. Tuesday, April 25th 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 schedule a make-up for any other class I must miss. In addition to the scheduled class meetings, I may hold an optional review session. If so, I will announce the date, time, and location well in advance.

**Office Hours**

My office is **Room 428.** My “posted” office hours this semester will be **Tuesdays 3:00-6:00 P.M.** I am in my office (except when teaching or for occasional forays to the Library or committee meetings) almost every afternoon 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. I will respond to your e-mails as promptly as I can, and will generally “cc” the whole class unless doing so would be inappropriate.
**Required Materials**

The principal texts for our course will be Clayton P. Gillette and Steven D. Walt, *Sales Law: Domestic and International* (rev. ed. 2002) (“Gillette & Walt”), and selected provisions of the UCC, CISG, UETA, E-SIGN, and other statutes – the relevant provisions of which are reproduced in Ronald J. Mann, Elizabeth Warren & Jay Lawrence Westbrook, *Comprehensive Commercial Law: 2005 Statutory Supplement*, which Professor Guttentag is also using in his Secured Transactions class this semester. I will also assign cases and other readings, as well as problems for class discussion, that are not included in the required texts. I will make these materials available in advance of the date we discuss them in class.

**Optional Materials**


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. 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 the book you want is available, you may look at it in my office.

**Grades**

At this time, I anticipate that your final grade will be determined in the following manner:

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<thead>
<tr>
<th>Component</th>
<th>Weight</th>
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<tbody>
<tr>
<td>Final Exam</td>
<td>80-100%</td>
</tr>
<tr>
<td>Written Work</td>
<td>0-20%</td>
</tr>
<tr>
<td>Class Participation</td>
<td>-5% to +5%</td>
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Exam

The largest component of your grade for this semester will be the final exam, currently scheduled to be administered on **Thursday, May 11th, at 9:00 a.m.** The final exam will include both questions designed to test the breadth of your knowledge of the material we will have covered and questions designed to test the depth of your knowledge and your analytical skills. I will provide you, as the semester goes along, with sample exam questions and answers.

Written Assignments

I anticipate making periodic written assignments and will factor your performance on those assignments into your final grade, *provided that doing so improves your final grade*. Each written assignment will be “optional” in the sense that you may choose whether to turn in an assignment or not. If you do, I will grade it; if you do not (or if you do, but perform poorly), it will not count “against” you, but the weight of your final exam grade will be more.

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 reserve the right to drop any student from this class who misses seven or more class meetings (with or without excuse). Alternatively, I reserve the right to reduce your course grade by one-half letter grade for each class you miss following your seventh absence.

“On Call” Students

I will indicate on the Reading List which students are “on call” for a particular reading assignment and the associated problems. Students who are “on call” for a particular reading assignment 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 and to participate as I request. On days when you are not “on call,” you should attend and be prepared to participate as appropriate.

Calculating Your Course Grade

Current BSL policy permits me, in assigning grades in this course, (1) to consider work graded nonanonymously and your classroom performance (as discussed above), as well as your performance on the anonymously-graded final exam; 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 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 Assignments

Refer to the Reading List that I have distributed in your campus mailboxes and posted on the class web site – http://www.law.unlv.edu/faculty/rowley/sales_&_leases.htm – for 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 day’s class what I expect you to have read for the next class. **For the first week of class, 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 Gillette & Walt or your statutory supplement are contained in Reading Packet #1, which you should pick up from Angie Johnson in Suite 414 if you do not find one in your campus mailbox by mid-day Thursday, January 12th.

Class E-Mail List/Lexis Web Course

Once I know who is enrolled in the course, I will create a class e-mail list and may also create a Lexis Web Course page, which includes an interactive “discussion board.” You should check your e-mail and the web site(s) for announcements and assignment changes, electronic versions of supplemental cases and handouts, sample questions and answers, etc.

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.