

Florida A & M University College of Law
Sales
Professor: Rhoda Pierre Cato
Spring Semester 2016
Course No. 6010, Class No. 1060 Sec 301
Wednesday 9:00-10:40 a.m.
Room

Contact Information:

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Office hours: Tuesday 2:00 – 4:30 p.m.

Wednesday 11:00 a.m. – 4:00 p.m.

Thursday 2:00 p.m. – 4:30 p.m.

and by appointment.

About the course:

This two-credit course is an advanced study of the statutory contract law applicable to the sale and lease of goods. The principal bodies of law we will cover are Articles 1, 2, and 2A of the Uniform Commercial Code. Other areas addressed include the United Nations Convention on Contracts for the International Sale of Goods (the “CISG”), the federal Magnuson-Moss Warranty Act, UCC Article 5, Letters of Credit, and UCC Article 7 (Documents of Title). Upon completing the course you will be able to:

- Recognize the differences and similarities among the UCC, common-law contracts, and the CISG.
- Understand the special obligations merchants have under the UCC.
- Recognize that the UCC is the “default position”—that parties are generally free to include whatever terms they choose in their contract.
- Be aware of the scope and limitations of the UCC.
- Understand that the law of sales not only incorporates many aspects of common-law contract but also addresses some distinct issues that do not occur in contracts for the sale of real estate or services.
- Identify similarities and differences in obligations imposed on parties under the UCC and the common law.

- Article 2 governs the sale of goods only, defined as things movable at the time of identification to the contract for sale.
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Additionally, you will acquire the following practical skills for Uniform Commercial Code Sales law practice:

- Analytical skills
- Ability to interview and advise a client on a sales matter.
- Ability to identify a sale of goods.
- Be able to collaborate with peers on case strategy.
- Be able to distinguish a merchant from a seller.
- Distinguish a lease from a sales agreement.
- Explain how courts deal with hybrid situations: mixtures of the sale of goods and of real estate, mixtures of goods and services.

Required Texts:

Sales A Context And Practice Casebook; Edith R. Warkentine; 2nd Edition; ISBN: 978-1-61163-836-3

Uniform Commercial Code Official Text and Comments
(2011-2012 Edition fine)

You may use any edition of a commercial law statutory supplement in this course as long as it includes the official text and comments. If you are uncertain whether a particular supplement is acceptable, I'll be happy to check it out for you.

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

Class attendance, preparation, and participation:

Class attendance is mandatory. Consult your FAMU College of Law Student Handbook for attendance rules. Attendance will be taken each class. If your name does not appear on the official class role on any given day, you will be regarded as absent.

Class Policies:

During class, cellular telephones and other electronic paging devices must be turned off. Notebook and laptop computers are permitted for note taking and referencing relevant code provisions.

Examination and grading:

Your grade will be based on quizzes (20%); class participation (10%), and (70%) final examination.

Reading Assignments* subject to revision by your professor

1. The Uniform Commercial Code, Chapter 1
Warkentine: Pages 3-10
2. Statutory Analysis, Chapter 2
Warkentine: Pages 11-22
3. The Scope of Article 2, Chapter 3
Warkentine: Pages 23-37
4. Contract Formation, Chapter 4
Warkentine: Pages 39-71
5. Quiz 1, Defenses, Chapter 5
Warkentine: Pages 73-87
6. Contract Terms: Warranties, Disclaimers, And Remedy Limitations, Chapter 6
Warkentine: Pages 89- 141
7. Contract Terms: Express Terms, Interpretation and Parol Evidence Rule, Ch. 7
Warkentine: Pages 145-169
8. Contract Terms: Gap Fillers, Chapter 8
Warkentine: Pages 171-182
9. Contract Performance: Chapter 9
Warkentine: Pages 183-200
10. Excuses for Non-Performance, Chapter 10
Warkentine: Pages 201-215
11. Breach of Contract, Chapter 11

Warkentine: Pages 217-227

12. Remedies, Chapter 12

Warkentine: Pages 229- 248

13. Advanced Issues: Clickwrap, Shrinkwrap, Electronic Contracting, Chapter 13

Warkentine: Pages 253- 278