

Sales Law (614)
Professor Ben-Shahar
Winter 2008

Syllabus

The assigned readings are from Speidel and Rusch, *Commercial Transactions* (2d Ed. 2004) (hereinafter: SR). Any statutory supplement that includes the UCC is ok, especially if it has the pre- and post-revision versions of Articles 1 and 2. When preparing the readings, please make sure to read the relevant sections of the UCC. When reading assignments list specific statutes, special attention will be paid to the statutory language and the official comments.

My office is located in 900 Legal Research. Office hours are Weds, 2:30-3:30. You are always welcome to e-mail me (omri@umich.edu) with any questions, concerns and comments you have regarding class, or to schedule an appointment outside office hours.

Class participation and attendance are required, but will not be enforced. Students' attendance and contribution to class discussions will significantly affect grading decisions. You may use laptops.

Reading assignments are listed below. Unless otherwise announced in class, you should read and prepare the materials in the assignment that follows the one most recently discussed. Some supplemental materials are assigned – they are posted on CTools.

There will be a final, 8-hour, open-book, take home exam.

Reading Assignments

Part I – Sources of Sales Law

- A. Sources of Law: SR 6-36
- B. Scope of Article 2: SR 57-74; Revised UCC 2-103(1)(k) and official comment 7.
- C. Choice of Law/Forum SR 74-76, UCC 1-301, pre-revision UCC 1-105, *AOL v. Superior Court*, ALI Principles of Software Contracts § 1.13
- D. Basic Concepts: SR 76-90

Part II – The Terms of the Sales Contract

- A. Contract Formation
 - 1. Basics: SR 95-108
 - 2. Battle of the Forms: SR 108-127
 - 3. Terms in the Box: SR 127-128; ALI Principles of Software Contracts § 2.01

- B. Statute of Frauds and eSignatures: SR 128-146, *Real Network v. Privacy Litigation*, UETA §§ 7-9, eSign § 101
- C. Gap Fillers:
 - 1. Quantity: SR 148-166
 - 2. Price: SR 166-179
 - 3. Duration: *Corenswet v. Amana*
- D. Trade Usage and Course of Dealings: SR 179-189
- E. Parole Evidence Rule: 189-199
- F. Warranty
 - 1. General: SR 203-209
 - 2. Express Warranties: SR 209-241; Revised UCC 2-313A, 2-313B
 - 3. Implied Warranty of Merchantability: SR 241-258; ALI Principles of Software Contracts § 3.06
 - 4. Products Liability: SR 258-266
 - 5. Implied Warranty of Fitness for Particular Purpose: SR 266-273
 - 6. Causation: SR 283-292
 - 7. Disclaimers: SR 293-304

Part III: Performance of the Sales Contract

- A. Tender, Inspection, and Payment: SR 305-320
- B. Rejection/Revocation v. Acceptance: SR 320-358, 582-588
- C. Excuse
 - 1. Basic Assumption and Force Majeure: SR 363-383
 - 2. Force Majeure Provisions: SR 383-395
- D. Risk of Loss: SR 421-446
- E. Property Rights
 - 1. Buyer's Rights against Seller: SR 447-457
 - 2. Seller's Rights against Buyer: SR 462-470
 - 3. Buyer's Rights against Owner: SR 471-482
 - 4. Warranty of Title: SR 482-490

Part IV: Remedies for Breach

- A. Anticipatory Repudiation: 497-516
- B. Cancellation: SR 516-526
- C. Seller's Remedies: SR 532-559
- D. Buyer's Remedies: SR 566-580
- E. Consequential Damages: SR 595-612
- F. Tort Damages: SR 612-628
- G. Liquidated Damages: SR 629-639
- H. Limitations on Remedies: SR 639-652
- I. Magnuson-Moss Warranty Act: SR 654-666
- J. Statute of Limitation: SR 670-680