



TEXAS SOUTHERN UNIVERSITY
THURGOOD MARSHALL SCHOOL *of* LAW

COMMERCIAL LAW

LAW 610/SECTION 1

FALL 2019

PROF. PETER MARCHETTI

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THE PROFESSOR

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LOCATION: 236H

OFFICE HOURS: Tuesday & Thursday: 10:00 a.m. to 10:45 a.m.; 2:30 p.m. to 5:30 p.m.;
(All other times by appointment only)

NOTE FROM THE PROFESSOR:

Feel free to email me or call me with any questions. My contact information is listed above. You may also drop by my office or make an appointment to meet at other times (I generally maintain an open door policy). If you have any news reports etc. or any personal or professional experiences that seem to bear on the course material, I'd appreciate it if you'd pass them on to me. Please also feel free to contact me if you have questions about commercial law, business law, or bankruptcy law beyond the course, or after the course is over.

COURSE BOOKS & MATERIAL

Required Texts:

(1) Douglas J. Whaley & Stephen M. McJohn, Problems and Materials on Commercial Law, 11th Ed. (ISBN : 978-1-4548-6334-2)

(2) Ronald J. Mann, Elizabeth Warren & Jay Lawrence Westbrook, Comprehensive Commercial Law Supplement (or any other current copy of UCC Articles 1, 2 & 9).

Secondary Materials/Study Aids:

Gilberts Sale & Lease of Goods (14th Ed.) by Douglas J. Whaley

Gilberts Secured Transactions (14th Ed.) by Douglas J. Whaley

The Glannon Guide to Sales (2nd Ed.) by Scott J. Burnham

The Glannon Guide to Secured Transactions (2nd Ed.) by Scott J. Burnham

COURSE DESCRIPTION & LEARNING OBJECTIVES

DESCRIPTION:

In this 4 credit course, students will learn about the law governing: (i) Sale of goods (Article 2 of the UCC); and (ii) secured lending (Article 9 of the UCC).

LEARNING OBJECTIVES:

To read and understand the relevant statutory provisions of the UCC and its Official Comments.

To analyze complex fact patterns provided in the Whaley/McJohn textbook and properly apply the relevant provisions of the UCC thereto.

To learn the relevant portions of the UCC for the Texas Bar Exam.

STUDENT LEARNING OUTCOMES

1. To identify the applicable source of law (UCC Art. 2 or 9) that applies to a specific fact pattern.
2. To state the applicable legal rule(s) (i.e. the “Black Letter Law”), including all elements and exceptions.
3. To learn to properly *apply* the applicable Black Letter Law to a specific fact pattern.
4. To make and/or anticipate sound legal arguments on both sides of an issue.
5. To appreciate the importance of precise language and good drafting.
6. To read and understand applicable statutes.
7. To convey your understanding of the above both orally and in writing.
8. To develop and utilize critical thinking skills and analytical skills in a rigorous environment.

EVALUATION TOOLS FOR EVALUATING LEARNING OUTCOMES

Throughout the course, students will be required to:

1. Read, analyze and respond to complex problems sets.
2. Read, analyze and prepare written essays to practice Essay Questions and to Texas Bar-Styled Essay Questions.
3. Read, analyze and answer practice multiple choice questions.
4. Complete a Midterm Exam and a Final Exam.



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GRADING

Midterm Exam: 20%

Final Exam: 80%

100% (as may be adjusted for class participation as described herein).

EXAM FORMAT

The Midterm Exam will consist of a combination of: (i) multiple choice questions; and (ii) one or more a written essay question(s). It will be a timed in-class exam with an approximate duration of one hour.

The Final Exam will consist of multiple choice questions. It will be a timed in-class exam with an approximate duration of two and a half hours.

ACCOMMODATIONS

An “accommodation” is defined for these purposes as any student request for deviation from the time, date or circumstances under which schedule graded assignments are administered. Students must apply to and be granted WRITTEN accommodation by the DEAN’S OFFICE if he/she will not be in attendance for any graded assignment or test (e.g., graded quiz and midterm/final exams). Once granted, the professor must receive official confirmation from the DEAN’S OFFICE of any ALTERNATIVE DATES or accommodated changes that have been granted to the student. All requests for ACCOMMODATIONS must be handled by the Dean’s office rather than by the professor. ORAL CONVERSATIONS made with EITHER the professor or the DEAN’S OFFICE ARE NOT BINDING.

Students requesting accommodations may do so through the Office of Student Affairs.

PARTICIPATION, ATTENDANCE & PROFESSIONALISM

Participation

You are expected to act professionally in the classroom, which requires lively and courteous discussion and debate. This includes but is not limited to being prepared for class (you have already read and thought about the assigned materials for the day's class), participating in a civilized discussion, actively listening to the lecture and discussion, fairly considering the viewpoints of others, and allowing others to adequately express those viewpoints.

As class participation is a very important part of this course, I may, in my sole discretion: (i) raise a student's grade by up to one full letter grade for exceptional class participation; or (ii) lower a student's grade by one full letter grade for exceptionally poor class participation.

Poor class participation constitutes unprofessional or improper conduct, including, without limitation, the following:

Being unprepared when called on

Any in-class disruptive conduct

Attendance

You should be aware of the Attendance Policy in the Student Handbook. Attendance will be taken via a sign-in sheet at the beginning of each class.



TEXAS SOUTHERN UNIVERSITY THURGOOD MARSHALL SCHOOL OF LAW ACADEMIC CALENDAR 2019–2020

FALL SEMESTER ACCELERATED (TURBO) COURSE

First Day of Accelerated Summer	Monday	August 5, 2019
Last Day to Add/Drop Classes	Monday	August 5, 2019
Last Day of Classes	Friday	August 16, 2019

FALL SEMESTER 2019 (SEVENTY-ONE DAYS OF CLASSES)

Orientation	Monday–Friday	August 12–16, 2019
First Day of Class	Monday	August 19, 2019
Last Day to ADD/DROP	Wednesday	August 21, 2019
Labor Day (NO CLASSES)	Monday	September 2, 2019
<i>Purge of all unpaid course selections</i>	Wednesday	September 18, 2019
Mid Term Examinations	Monday–Friday	October 14–18, 2019
Last Day to Drop a Class	Friday	November 8, 2019
Last Day of Classes	Tuesday	November 26, 2019
First Year Professors' Grades due	Tuesday	November 26, 2019
Reading Period (NO CLASS)	Wednesday	November 27, 2019
Thanksgiving Holiday	Thursday–Friday	November 28–29, 2019
Reading Period (NO CLASS)	Saturday–Sunday	November 30–December 1, 2019
Final Examinations	Monday–Friday	December 2–December 13, 2019
Commencement Exercises	Saturday	December 14, 2019

SPRING SEMESTER 2020 (SEVENTY DAYS OF CLASSES)

School Opens	Thursday	January 2, 2020
First Day of Class	Monday	January 13, 2020
Last Day to ADD/DROP	Wednesday	January 15, 2020
M L K Holiday (NO CLASSES)	Monday	January 20, 2020
<i>Purge of all unpaid course selections</i>	Friday	February 7, 2020
Mid Term Examinations	Monday–Friday	March 9–13, 2020
Spring Break	Monday–Friday	March 16–20, 2020
Spring Break (University Closed)	Wednesday–Friday	March 18–20, 2020
Last Day to Drop a Class	Thursday	April 9, 2020
Good Friday (NO CLASSES)	Friday	April 10, 2020
Last Day of Classes	Tuesday	April 28, 2020
First Year Professors' Grades due	Tuesday	April 28, 2020
Reading Period (NO CLASSES)	Wednesday–Thursday	April 29–April 30, 2020
Simulated Bar Exam*	Friday	May 1, 2020 (<i>tentative</i>)
Reading Period (NO CLASSES)	Saturday–Sunday	May 2–May 3, 2020
Final Examinations	Monday–Friday	May 4–May 15, 2020
Hooding Ceremony	Friday	May 15, 2020
Commencement Exercises	Saturday	May 16, 2020

Please note that the calendar events and /or dates are subject to change.

Updated August 6, 2019

POLICIES & PROCEDURES

Laptop & Cell Phone Policy

You may use laptop computers in class, provided, however, that such use is not disruptive or disrespectful to your fellow students. Such disruptive or disrespectful use of your laptop may result in your losing the right to use your laptop computer for the remainder of the class and may result in your being marked absent (without excuse) for the class.

Please turn off your cell phones and any other electronic communication devices (or set them to “silent or vibrate”) while you are in class. If you expect to be contacted for a legitimate emergency while in class, please let me know prior to class to make appropriate arrangements. Also, if you must take or make an emergency call during class, please leave the room discreetly to do so.

Recording of Classes

You are authorized to record our classes for your personal use only. You are not authorized to post recordings/podcasts to the internet (including a personal blog accessible by others).

READING ASSIGNMENTS

*SUBJECT TO REVISION OR AMENDMENT IN PROFESSOR'S SOLE DISCRETION

Time permitting, we will aim to cover one assignment per session. In addition, time permitting, we may take some time to explore related material. Please skip all cases that are not mentioned on this syllabus.

Sale of Goods	<u>Whaley /McJohn Book</u>
Chapter 1 Introduction & Chapter 2 Basic Concepts	Week 1: Chapters 1 & 2 Problems: 1-3 (Skip problems 4&5) <u>Skip:</u> Scope of Article 2A and CISG
Chapter 3 Contract Formation	Weeks 1 & 2: Chapter3 Cases: Bayway Refining Co. v. Oxygenated Marketing and Trading A.G.; Northrop Corp. v. Litronic Industries Problems: 7&9 (Skip problems 8 and 10); 11-16. <u>Skip:</u> Parol Evidence Rule
Chapter 4 Warranties	Weeks 3 & 4: Chapter 4 Cases: Moore v. Pro Team Corvette Sales, Inc.; Kerstin Lindholm v. Peter M. Brant Et. Al.; In re Toshiba America HD DVD Marketing and Sales Practice Litigation; Shaffer v. Victoria Station, Inc.; Webster v. Blue Ship Tea Room, Inc.; In re Carrier IQ, Inc.; Bell Sports, Inc. v. Yarusso; Bowdoin v. Showell Growers, Inc.; Fitl v. Strek; Flippo v. Mode O'Day Frock Shops of Hollywood Problems: 18(a)-(c); 20(a)-(b); 21-30; 32-39



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Skip Problems 19; 31; and 40-47.

Chapter 5 Terms of the Contract

Weeks 4 & 5: Chapter 5

Cases: Cook Specialty Co. v. Schrlock; and Rheinberg-Kellerei GmbH v. Vineyard Wine Co.

Problems: 48 (skip problem 49); 50-55 (skip problems 56-57).

Chapter 6 Performance of the Contract & Chapter 7 Remedies

Weeks 5 & 6: Chapters 6 & 7

Cases (from Ch. 6): Cherwell-Ralli, Inc. v. Rytman Grain Co.; Wilson v. Scampoli; Ramirez v. Autosport; Plateq Corp. of North Haven v. Machlett Laboratories, Inc.; Waddell v. L.V.R.V. Inc.; and Jakowski v. Carole Chevrolet, Inc.

Problems (from Ch. 6): 58-64, 69 (Skip problems 65-68).

Skip: Impossibility of Performance

Cases (from Ch. 7): Teradyne, Inc. v. Teledyne Industries, Inc.; and Hughes Communications v. U.S.

Problems (from Ch. 7): 73; 75-76; 78; 80(a)-(d); 81-84; 86 (skip problems 74, 77, 79, and 85).



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<u>Secured Transactions</u>	<u>Whaley /McJohn Book</u>
Introduction, Scope of Article 9, Classifying the Collateral, Technical Validity of the Forms	Weeks 6 & 7: Chapters 19, 20 & 21 Problems: 284; 285-299 (skip 292, 295 & 297); 300-305; 308-320 (but skip 311, 316-318, 321, 323); 324-326 Cases: Benedict v. Ratner; In re Fabers; In re Troupe; In re Grabowski
Perfection	Week 8: Chapter 22 Problems: 327-334 (but skip 327-328, 332-334); 335-338; Cases: C.W. Min. Co., 488 B.R. 715 (D. Utah 2013)-not in book, to be distributed.
Priority	Weeks 9-10: Chapter 24 Problems: 347-353 (but skip 352-353); 354-363 (but skip 355-373, 359, 361, 363), 364-374 (but skip 364 (d), 372-373). Cases: In re Wild West
Proceeds	Week 11: Chapter 26 Problems: 401-408 (but skip 403-404, 406, 408).
TBA	Weeks 12-14 TBA



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Syllabus Subject to Change

This Syllabus is not a contract and may be amended or supplemented at any time in my sole discretion.