

Course name: BUSINESS LAW I Number: BUSI 2301

COURSE MASTER SYLLABUS

MANAGEMENT DEPARTMENT

CIP CODE AREA: 2201015225

COURSE LEVEL: Intermediate (Sophomore Level)

COURSE NUMBER: BUSI 2301

COURSE TITLE: Business Law I

CREDIT HOURS: CREDIT HOURS: 3; LECTURE HOURS: 3; LAB HOURS: 0

PREREQUISITE: None

METHOD OF PRESENTATION:

Open campus – Televised lectures.
Classroom - Lecture In Class.

COURSE DISCRIPTION: The legal and social environment of business; contracts; personal property and bailments and sales.

REQUIRED TEXTBOOKS/ MATERIALS:

Open Campus :

Title: (1) Business Law
(2) Business and the Law Telecourse Study Guide

Author: (1) Davidson, Knowles
(2) Hiscox

Publisher: (1) West, 7th ed.
(2) West, 5th ed.

ISBN:

Classroom:

Title: Bus Law & Legal Environment

Author:

Publisher: West, 18th ed.

ISBN:

SCANS (SECRETARY'S COMMISSION ON ACHIEVING NECESSARY SKILLS):

Course SCANS Competencies for

Course name: **BUSINESS LAW I** Course number: **BUSI 2301**

Please go to <http://phred.dcccd.edu/~ttg/syllabi/scans.htm> for a complete definition and explanation of SCANS. This list summarizes the SCANS competencies addressed in this particular course.

RESOURCES	INTERPERSONAL	INFORMATION	SYSTEMS
1.1. Allocates Time		3.1. Acquires and Evaluates Information 3.2. Organizes and Maintains Information 3.3. Interprets and Communicates	4.1. Understands Systems 4.2. Monitors and Corrects Performance
TECHNOLOGY	BASIC SKILLS	THINKING SKILLS	PERSONAL QUALITIES
5.1. Selects Technology	6.1. Reading 6.2. Writing 6.3. Arithmetic 6.5. Listening 6.6. Speaking	7.1. Creative Thinking 7.2. Decision Making 7.3. Problem Solving 7.5. Knowing How to Learn 7.6. Reasoning	8.1. Responsibility 8.2. Self-Esteem 8.4. Self-Management 8.5. Integrity/Honesty

INSTRUCTIONAL METHODOLOGY: See specific instructor's syllabus

COURSE RATIONALE:

COMMON COURSE LEARNING OBJECTIVES:

INTRODUCTION TO LAW

- Compare and contrast an action in equity and an action at law
- Compare and contrast the various sources of law in the American legal system
- Explain "stare decisis"
- Compare and contrast criminal and civil law
- Compare and contrast commutative and distributive justice
- Explain how U.S. Constitution distributes power between the branches of government
- Explain the origin of common law

Explain "jurisprudence"
Explain "case of first impression"
Explain "police power"
Explain the various purposes of law
Explain "res judicata"
Explain the characteristics necessary for a good legal system
Compare and contrast the sociological and positivist theories of justice
Compare and contrast substantive and procedural law
Explain the origin of the doctrine of "judicial review"
Explain the various elements of the law of business
Compare and contrast the common law and civil law legal systems
Explain "double jeopardy"
Explain "Law Merchant"
Effectively apply the information in this chapter to hypothetical situations

THE U.S. LEGAL SYSTEM AND COURT JURISDICTION

Explain when a citizen of one state may be sued in the courts of another state
Explain "jurisdiction"
Explain "standing to sue"
Explain venue
Explain the jurisdiction of a federal district court
Explain "case or controversy"
Explain "subject matter jurisdiction"
Explain "in personam jurisdiction"
Explain "in rem jurisdiction"
Explain "quasi in rem jurisdiction"
Explain "service of process"
Explain "ex post facto law"
Explain "trial de novo"
Explain "certiorari"
Explain "diversity of citizenship"
Explain "federal question jurisdiction"
Explain the origin of the power of judicial review
Explain the appointment and tenure of federal judges
Explain "moot case"
Explain "bill of attainder"
Explain "choice of law"
Explain the origin of the various federal courts
Explain "habeas corpus"
Explain "judicial restraint"
Explain "attachment"
Explain "concurrent jurisdiction"

ANATOMY OF A CIVIL SUIT

- Compare and contrast flat fee and contingent fee arrangements
- Explain "default judgment"
- Explain the various forms of discovery
- Explain how the various forms of discovery may be used
- Explain "demurrer"
- Explain "voire dire"
- Explain "re judicata"
- Explain "motion to dismiss"
- Compare and contrast "challenges for cause" and "peremptory challenges"
- Explain "motion for a new trial"
- Explain "motion for summary judgment"
- Explain "pretrial conference"
- Explain the situations in which a judge may not preside over a particular case
- Explain "motion for a directed verdict"
- Explain "judgment notwithstanding the verdict"
- Explain the sequence of events at trial
- Compare and contrast "complaint" and "answer"
- Explain the use of an "expert witness"
- Explain "impeaching a witness"
- Explain "subpoena duces tecum"
- Explain "finder of fact"
- Compare and contrast "general" and "special" verdicts
- Explain what kind of errors may be appealed
- Explain the licensing process for attorneys

INTRODUCTION TO CONTRACT LAW

- Explain "consideration"
- Explain "formal contract"
- Explain "informal contract"
- Explain "unilateral contract"
- Explain "bilateral contract"
- Compare and contrast "express," "implied in fact," and, "quasi" contracts
- Compare and contrast "valid," "voidable," "void," and "unenforceable" contracts
- Compare and contrast "executed" and "executory" contracts
- Explain the elements of a valid contract
- Explain "unconscionability"
- Explain "Uniform Commercial Code"

CONTRACTUAL AGREEMENT

- Explain the "objective theory of contract"
- Explain which terms must be included in a valid U.C.C. contract
- Explain "employment at will"
- Explain the "mirror image rule"
- Explain "silence as acceptance"
- Explain the "mailbox rule"

Explain "output contract"
Explain "requirements contract"
Explain "breach of contract"
Explain what is necessary for "mutual assent"
Explain "offer"
Explain "acceptance"
Explain "counteroffer"
Explain "revocation"
Explain the requirement of "communication"
Explain "option contract"
Explain "UCC firm offer"
Explain the nature of newspaper advertisements
Explain the various methods by which an offer may be terminated
Compare and contrast auctions "with reserve" and "without reserve"
Explain the requirement that a contract be sufficiently "definite"

CONSIDERATION AND CONTRACTUAL CAPACITY

Explain enforcement of promises to charities
Explain "bargained for consideration"
Explain "moral consideration"
Explain "legally sufficient consideration"
Explain the option of "disaffirmance" where a minor and adult contract
Explain "illusory promise"
Explain "liquidated debt"
Explain "promissory estoppel"
Explain the result when a minor contracts by misrepresenting their age
Explain "ratification"
Explain "necessaries"
Explain contracts by intoxicated persons
Explain "legal capacity to contract"
Explain the result when a person adjudged incompetent enters into a contract
Explain "past consideration"
Explain "preexisting duty or obligation"
Explain "act or forbearance"
Explain "adequacy of consideration"
Explain "suretyship contract"
Explain "emancipation"
Explain "benefit and detriment"
Explain when a contract by a deranged individual will be enforceable

LEGALITY AND REALITY OF CONSENT

Explain the circumstances under which an exculpatory clause will be enforced
Explain whether a contract in violation of a licensing statute will be enforced
Explain "undue influence"
Explain the effect of a unilateral mistake of material fact
Explain "rescission"

Compare and contrast "misrepresentation" and "fraud"
Explain "adhesion contract"
Explain the standards for determining whether a covenant not to compete will be enforced
Explain "chattels"
Explain "usury"
Explain "gambling"
Explain "mala in se"
Explain "mala prohibita"
Explain "fraud"
Explain "unconscionability"
Explain "scienter"
Explain "fiduciary"
Explain "reformation"
Explain "Sunday laws"
Explain "duress"
Explain the result of "mutual mistake of material fact"

FORM AND INTERPRETATION OF CONTRACTS

Explain the general rule of the Statute of Frauds
Explain the effect of the SOF as a defense
Explain each of the 6 types of contracts that are subject to the SOF
Explain the type of "writing" that will preclude the defense of the SOF
Explain the Parol Evidence Rule
Explain the exceptions to the SOF
Explain situations in which the Parol Evidence Rule would not apply
Explain the rules of contract interpretation
Explain "novation"
Explain "integrated contract"
Compare and contrast "trade usage" "course of dealing" and "course of performance"
Explain the "between merchants exception" to the SOF

THE RIGHTS OF THIRD PERSONS

Explain "incidental beneficiary"
Explain "intended beneficiary"
Compare and contrast "donee" and "creditor" beneficiaries
Compare and contrast the transfer of "rights" and "duties"
Explain "assignment"
Explain "delegation"
Compare and contrast third party rights against the promisor and promisee
Explain when assignment will not be allowed
Explain when delegation will not be allowed
Explain whether notice of assignment must be given the promisor
Explain promissory estoppel
Explain "waiver of defenses clause"
Compare and contrast the "English" and "New York" rules as to assignment

CONTRACTUAL DISCHARGE AND REMEDIES

- Explain the most common method of contract discharge
- Explain "impossibility of performance"
- Explain "release"
- Explain the effect of partial performance on a contract
- Explain "insolvency"
- Explain "condition subsequent"
- Explain "condition precedent"
- Explain "punitive damages"
- Explain "accord and satisfaction"
- Explain "breach of contract"
- Explain "substantial performance"
- Explain "specific performance"
- Explain "liquidated damages"
- Explain "restitution"
- Explain "mitigation of damages"
- Explain "rescission"
- Explain "frustration of purpose"
- Explain "damages"
- Explain "consequential damages"
- Explain "compensatory damages"
- Explain "reformation"
- Explain when equitable remedies are available
- Explain how damages are calculated in the event of a breach

SALES AND LEASING CONTRACTS

- Explain who is a "merchant"
- Explain "sale"
- Explain "goods"
- Explain the effect of UCC 2-207(1)
- Explain "accommodation"
- Explain "firm offers"
- Explain the UCC Statute of Frauds provision for Arts 2 & 2A
- Explain the exceptions to the SOF under UCC Art2
- Explain the rules of interpretation under UCC Art2
- Explain "unconscionability"
- Explain the effect of various "open terms" in an Art2 contract
- Explain the effect of Art2A
- Explain the effect of a purchase order calling for "prompt shipment"
- Explain the effect of "usage of trade" under Art2
- Explain the effect of "course of dealing" under Art2
- Explain the effect of "course of performance" under Art2
- Explain the effect of a "merchants confirmation" of an oral contract
- Explain the Art2 rules where there is an order for an unspecified mix of goods
- Explain "requirement" and "output" contracts

PERFORMANCE, TITLE, AND RISK OF LOSS

- Explain the seller's duties under a sales contract
- Explain "bailee"
- Explain "FOB"
- Explain "FAS"
- Explain "Ex-Ship"
- Explain "CIF" and "C & F"
- Explain "no arrival, no sale"
- Explain "COD"
- Explain the "right to inspect"
- Explain "cure"
- Explain the buyer's duties under a sales contract
- Explain "sale on approval"
- Explain "sale or return"
- Explain "consignments"
- Compare and contrast auctions "without reserve" and "with reserve"
- Explain "reservation of title"
- Explain "tender"
- Explain "risk of loss"
- Explain "insurable interest"

REMEDIES

- Explain the "seller's remedies"
- Compare and contrast seller's "preacceptance and postacceptance remedies"
- Explain the "buyer's remedies"
- Compare and contrast buyer's "preacceptance and postacceptance remedies"
- Explain "anticipatory repudiation"
- Explain "excused performance"
- Explain "adequate assurances"
- Explain the statute of limitations for breach of a sales contract
- Compare and contrast lessor's and lessee's remedies under an Art2A contract

FORMATION OF A BUSINESS

- Compare and contrast the creation, termination, taxation, liability, advantages & disadvantages of the various forms of business entities
- Explain "sole proprietorship"
- Explain "partnership"
- Explain "limited partnership"
- Explain "limited liability partnership"
- Explain "corporation"
- Explain "limited liability company"
- Compare and contrast "de jure" and "de facto" corporations
- Explain "ultra vires acts"
- Explain "joint venture"
- Explain "partnership by estoppel"
- Explain "close corporation"

Explain a corporation's "implied powers"
Explain "subchapter S status"

INTELLECTUAL PROPERTY, COMPUTERS AND LAW

Explain "copyrights"
Explain the extent of "copyright protection"
Explain "infringement of a copyright"
Explain the remedies for copyright infringement
Explain international copyright protection
Explain the extent of copyright protection of computer software
Explain the extent of copyright protection of computer hardware
Explain "patents"
Explain the extent of "patent protection"
Explain the remedies for "patent infringement"
Explain international patent protection
Explain patentability of computer software
Explain "trademarks"
Explain the extent of "trademark protection"
Explain remedies for "trademark infringement"
Explain "trade secret" protection
Explain "unfair competition" protection and remedies
Explain "fair use"

COMMON COURSE LEARNING OUTCOMES: The student will understand and explain fundamental legal terminology regarding the American legal system; international law; contracts, sales, remedies; business formation and intellectual property law; will differentiate between business ethics and legal issues; and, explain the application of the foregoing to hypothetical situations.

GRADING SYSTEM:

COURSE POLICIES: Departmental policies for Incompletes, Attendance, and Withdrawal are as follows:

Incomplete Policy: An incomplete (I) will be granted to a student in rare circumstances. Generally, to receive a grade of I, a student must have completed all examinations and assignments to date, be passing, and have personal circumstances that prevent course completion that occur after the deadline to withdraw with a grade of W.

Attendance Policy: All students are expected to attend classes. Non-attendance will have an impact on the student's grade.

Withdrawal Policy: It is the student's responsibility to withdraw from a course. Instructors are allowed to withdraw students but students must not rely on their instructor to withdraw them if they wish to withdraw.

Austin Community College policies for Academic Freedom, Scholastic Dishonesty, Student Discipline, and Students with Disabilities are as follows:

Academic Freedom Statement: Each student is strongly encouraged to participate in class. In any classroom situation that includes discussion and critical thinking, there are bound to be many differing viewpoints. These differences enhance the learning experience and create an atmosphere where students and instructors alike will be encouraged to think and learn. On sensitive and volatile topics, students may sometimes disagree not only with each other but also with the instructor. It is expected that faculty and students will respect the views of others when expressed in classroom discussions.

Scholastic Dishonesty Statement: Acts prohibited by the College for which discipline may be administered include scholastic dishonesty, including but not limited to cheating on an exam or quiz, plagiarizing, and unauthorized collaboration with another in preparing outside work. Academic work submitted by students shall be the result of their thought, research or self-expression. Academic work is defined as, but not limited to tests, quizzes, whether taken electronically or on paper; projects, either individual or group; classroom presentations, and homework” (Student Handbook, 2002-2003, p. 32). Penalties for scholastic dishonesty will depend upon the nature of the violation and may range from lowering a grade on one assignment to an F in the course and/or expulsion from this institution.

Student Discipline Statement: Classroom behavior should support and enhance learning. Behavior that disrupts the learning process will be dealt with appropriately, which may include having the student leave class for the rest of that day. In serious cases, disruptive behavior may lead to a student being withdrawn from the class. ACC's policy on student discipline can be found in the Student Handbook, 2002-2003, p. 32.

Students with Disabilities Statement: Each ACC campus offers support services for students with documented physical or psychological disabilities. Students with disabilities must request reasonable accommodations through the Office for Students with Disabilities on the campus where they expect to take the majority of their classes. Students are encouraged to do this three weeks before the start of the semester” (Student Handbook, 2002-2003, p. 14).