Two Items Referenced Below That Merit Special Attention:

1. The Bookstore may only print the supplement following a request. Obtaining it on a timely basis will require you first seek to buy it a few days before you wish to start using it.

2. The version (year) of the statutory supplement (meaning the book by Burton & Eisenberg) needs to be the specified one. That’s because, when exams are administered, I need to make sure no one has a special advantage. So, please do not substitute a different edition. Pictures of the books are below.

Following are the required texts for this class:


  
  o Other editions of this book will not be suitable. Purchasing a different edition may result in your being unable to reference material in an exam, or a portion of an exam, that other students can reference. So, please do not substitute editions.
  
  o I’m aware that it may be very difficult to find a used version of this book by Burton & Eisenberg. However, this book changes some from year to year. Often there will be a portion of an exam that allows one to reference the assigned texts. If the exam takes this format, I cannot allow a student to use a different version of the supplement, because it may disadvantage the other students.
  
  o You would be very much assisting me if you don’t purchase the incorrect edition. That will obviate our needing to talk about why it’s a problem for a student to have a different version.
  
  o The color of the cover of the 2018 edition is dark green. The color of the cover of the 2017 edition (an incorrect edition) is blue. The 2016 edition (an incorrect edition) is maroon. Do not purchase a copy of the Burton & Eisenberg text that has a blue or a maroon cover.

- **Required:** Additional instructor-written Supplemental Reading to be made available through the bookstore. It should identified as “Supplemental Reading (Part 1)”, and indicate a date of “Fall 2018” (or,
as noted below, you may get one from someone in the class in a prior year that states “Fall 2016 and Fall 2017” or “Fall 2016”).
  o Depending on the speed with which we progress, additional supplemental material may be made available in November. *The Bookstore often will only print this book following a specific request. Filling the request may take a few days. So, it will not produce satisfactory results to wait until the end of the week of orientation to attempt to purchase it. I have posted on the course Canvas site (see u.r.l., below; at a location reached by navigating: Supplemental Reading | Fall 2017) a copy of the first 31 pages, to assist a student who encounters difficulty in obtaining the supplement on a timely basis.*
  o This book is the same as the one used in fall 2017 and fall 2016 (other than the cover). So, you can use either the new one or the one printed last year.

Also, as discussed in greater detail in the syllabus, you should not remove pages from required texts, or obtain used required texts that have some pages that are at risk of falling out, because that also may impede your performing as you would wish on an exam.
To be clear, do not get the 2012 version of the Burton & Eisenberg (which also happens to have a green cover). You need to get the 2018 version. A picture of a nonconforming choice:
Reading Assignments for Week 1 (References to decimal points in page numbers are explained below):

Read:

- Syllabus (to be posted on the class Canvas site (meaning a website created using the Canvas course management software), available by August 13 at: https://courses.missouri.edu/.
  - Note: The course Canvas site should be available to you starting on or about the later of (x) August 13, 2018, and (y) the close of business one day after you have received your “PawPrint” (meaning your university id and password combination, which are required to access the site) for your use during your law school career.
  - If you cannot access the site before that time, you would need until that time before touching-base with the instructor about getting access to the class. University administrative personnel handle arranging the access, and the instructor is without the ability to assist in access issues before that time.

- Farnsworth casebook, pages 1–2.2.
- Farnsworth casebook, pages 7.3–15.8.
  ✰ Stop at this point in your preparation for the first class. For the second class of the week, you would continue to prepare, in addition, the following:

- Farnsworth casebook pages 15.8–31.3.

To be clear, we are skipping Bayliner Marine Corp. v. Crow (casebook, p.4). The version of Hawkins v. McGee in the casebook has been edited to exclude some relevant information. So, I have reproduced a more complete version in the supplement, and there is not a need to read the version in the casebook (pp. 2.2–4.5)

For the first class, you should follow the reading, in the order listed above, stopping at the indicated point. We should start, but would be unlikely to finish, a discussion of U.S. Naval during our first class.

Note about decimal points in page references: At times I will recommend reading begin or end in the middle of the page. I indicate that by a decimal point. So, 2.2 would be through about two-tenths of
the way down page two. (2.0 would be the top of page 2; 2.10 would be the bottom of page 2.)

These decimal figures will be estimated, not measured. If you have any question as to the precise point on the page between two possibilities, what you should do is construe it so that you read more. It takes more time for you to send me a question about where to stop in that kind of circumstance and for me to respond than for you simply to read the fraction of the page. So, in that kind of circumstance, simply read the material that you think may or may not be included.

*Notes on the Week’s Reading:*

The reading on casebook pages 21.2–23.10 is, I think, at the moment somewhat tangential to the basics of our focus at this time. It introduces the principle of “efficient breach”. I will spend some time in class summarizing this discussion of the theory why the law might be in a particular state. However, understand that the material on those pages is more in the nature of background, and perhaps is worthy of less attention in preparation.

Additional information re. *U.S. Naval*:

The sales numbers (from the lower court opinion, 1990 WL 104027 at *4):

- August Hardcover Sales: 31,481 books
- Sept. Hardcover Sales: 7,893 books
- Decrease in Sales: 23,587 books (I am aware the arithmetic is off by one, but I'm not sure which of the three figures reported by the court is incorrect.)

*Anticipated Reading for Week 2:*

- Farnsworth casebook, pp. 31.3–31.7; 32.4–42. We are skipping the paragraph that spans the end of page 31 and carries-over to the first third, or so, of page 32, concerning Prof. Fuller’s discussion of the three functions performed by legal formalities. Why? Experience indicates it is not helpful to the student and it creates categories that are not well-defined. The result of discussing the material is students divert their attention into the useless exercise of attempting to provide detail as to the boundaries between Fuller’s categories, which is not an efficient use of our time in understanding the law of Contracts.
- Barondes supplement 32–39.
- Farnsworth casebook, 43–52.5.