## Reading List (Final Cut)

### I. Introduction to Sales & Lease Law

#### “On Call”

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<td><strong>A. Foundations and UCC Article 1</strong></td>
<td>Rusch &amp; Sepinuck, pp. 1-21</td>
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<td></td>
<td>UCC §§ 1-102, 1-103, 1-201, 1-301, 1-302 &amp; 1-304</td>
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<td>Keith A. Rowley, <em>The Often Imitated, But (Still) Not Yet Duplicated, Revised UCC Article 1</em> (July 1, 2009)</td>
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<td><strong>B. Scope of UCC Article 2</strong></td>
<td>Rusch &amp; Sepinuck, pp. 21-29</td>
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<td>UCC §§ 2-102, 2-103, 2-105 &amp; 2-106</td>
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<th>Subtopic</th>
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<tr>
<td><strong>1. Generally</strong></td>
<td>All</td>
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<td>Sanders v. Barton, 670 So. 2d 880 (Ala. 1995)</td>
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<td><strong>2. Mixed Contracts: Goods vs. Services</strong></td>
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* The American Law Institute (ALI) and National Conference of Commissioners on Uniform State Law (NCCUSL) revised UCC Article 1 in 2001. As of July 1, 2009, thirty-seven states had enacted their own versions of Revised Article 1, the uniform version of which appears on pp. 17-33 of *Comprehensive Commercial Law: 2009 Statutory Supplement*. Pre-revised Article 1 appears on pp. 1-15. Unless I tell you otherwise, we will study Revised Article 1.

** ALI and NCCUSL amended UCC Articles 2 and 2A in 2003. Because no state has enacted the 2003 amendments, we will study pre-amended Articles 2 and 2A, except when I tell you otherwise. *Comprehensive Commercial Law: 2009 Statutory Supplement* presents the uniform version of pre-amended Article 2 on pp. 33-113.
3. **Mixed Contracts: Goods vs. Intangibles**
   UCC §§ A2-103(1)(k)*** & cmt. 7 & 9-102(a)(44)
   *Advent Systems v. Unisys*, 925 F.2d 670 (3d Cir. 1991)

4. **Mixed Contracts: Goods vs. Real Property/Fixtures**
   UCC §§ 2-107 & 9-102(a)(41)
   *Melms v. Mitchell*, 512 P.2d 1336 (Or. 1973)

C. **Scope of CISG**
   Rusch & Sepinuck, pp. 29-30
   CISG arts. 1-6 & 12
   *Asante Technologies, Inc. v. PMC-Sierra, Inc.*, 164 F. Supp. 2d 1142 (N.D. Cal. 2001)

D. **Scope of UETA & E-SIGN**
   UETA §§ 2, 3 & 5
   E-SIGN §§ 7001(b) & (h), 7002(a), 7003(a)(3) & 7006
   UCC § 1-108

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*** Okay. This is a rare instance, suggested by the previous footnote, where I want us to look at the 2003 amendments to Article 2 because they propose to change the law so dramatically from its present state. There is another such instance in Topic II.B.
II. Contract Formation

A. Basic Principles
Rusch & Sepinuck, pp. 33-40 & 59-61
UCC §§ 2-204 to 2-206
CISG arts. 14-18 & 20-24
ProCD, Inc. v. Zeidenberg, 86 F.3d 1447 (7th Cir. 1996)
Hill v. Gateway 2000, Inc., 105 F.3d 1147 (7th Cir. 1997)
Bio-Tech Pharmacal, Inc. v. International Business Connections, LLC,
Specht v. Netscape Communications Corp., 306 F.3d 17 (2d Cir. 2002)

B. Battle of the Forms
Rusch & Sepinuck, pp. 40-59 & 61-63
UCC §§ 2-207; A2-206(3) & A2-207
CISG art. 19
Ionics, Inc. v. Elmwood Sensors, Inc., 110 F.3d 184 (1st Cir. 1997)

III. Contract Enforceability

A. Statutes of Frauds
Rusch & Sepinuck, pp. 63-76
UCC § 2-201
UETA §§ 7 & 8
E-SIGN § 7001(a)
CISG art. 11
Donovan v. RRL Corp., 27 P.3d 702 (Cal. 2001)
GPL Treatment, Ltd. v. Louisiana-Pacific Corp., 914 P.2d 682 (Or. 1996)
DF Activities Corp. v. Brown, 851 F.2d 920 (7th Cir. 1988)
B. **Unconscionability**
Rusch & Sepinuck, pp. 76-87
UCC § 2-302
CISG art. 4

IV. **Contract Terms**

A. **Contract Terms and the Parol Evidence Rule**
Rusch & Sepinuck, pp. 89-91 & 208-215
UCC §§ 1-303 & 2-202
CISG arts. 8, 9 & 11
*Betaco, Inc. v. Cessna Aircraft Co.*, 103 F.3d 1281 (7th Cir. 1996)
*C-Thru Container Corp. v. Midland Mfg. Co.*, 533 N.W.2d 542 (Iowa 1995)
*Todd Heller, Inc. v. Indiana Dep’t of Transportation*, 819 N.E.2d 140 (Ind. Ct. App. 2004)
*MCC-Marble Ceramic Center, Inc. v. Ceramica Nuova d’Agostino*, 144 F.3d 1384 (11th Cir. 1998)

B. **Express (Quality) Warranties**
Rusch & Sepinuck, pp. 112-125
UCC § 2-313

C. **Implied Quality Warranties**
Rusch & Sepinuck, pp. 130-139
UCC §§ 2-314 & 2-315
CISG art. 35
*Valley Iron & Steel Co. v. Thorin*, 562 P.2d 1212 (Or. 1977)
*Van Wyk v. Norden Labs., Inc.*, 345 N.W.2d 81 (Iowa 1984)
*Skelton v. Druid City Hospital Board*, 459 So. 2d 818 (Ala. 1984)
D. **Title Warranties**

Rusch & Sepinuck, pp. 139-145  
UCC §§ 2-312(1) & (3) & 2-403  
CISG arts. 4(b) & 41  
*Johnson & Johnson v. Dal Int’l Trading*, 798 F.2d 100 (3d Cir. 1986)  
*Rudiger Charolais Ranches v. Van De Graaf Ranches*, 994 F.2d 670 (9th Cir. 1993)  

E. **Warranty Privity**

Rusch & Sepinuck, pp. 313-327  
UCC § 2-318  

F. **Warranty Reduction or Elimination**

Rusch & Sepinuck, pp. 186-190  
UCC §§ 2-312(2) & 2-316(1)-(3)  
CISG art. 35(3)  

G. **Other Implied Terms & “Gap Fillers”**

Rusch & Sepinuck, pp. 185-186, 91-103, 125-130 & 147-161  
UCC §§ 1-201(b)(20), 1-302, 1-304 & 2-304 to 2-310(a)  
CISG arts. 7(1), 31, 33, 55, 57 & 58  
*Shell Oil Co. v. HRN, Inc.*, 144 S.W.3d 429 (Tex. 2004)  
*Gage Products Co. v. Henkel Corp.*, 393 F.3d 629 (6th Cir. 2004)  
*Schiavi Mobile Homes, Inc. v. Gagne*, 510 A.2d 236 (Me. 1986)  
V. Contract Performance, Breach, and Excuse

A. Tender, Delivery, Payment, and Risk of Loss

Rusch & Sepinuck, pp. 161-184 (skip Sections 3.B.5-.7) & 302-304  
UCC §§ 2-319, 2-320, 2-503, 2-504, 2-507, 2-509, 2-510 & 2-513  
CISG arts. 66-70 & 82  
*Design Data Corp. v. Maryland Casualty Co.*, 503 N.W.2d 552 (Neb. 1993)

B. Acceptance, Rejection, and Revocation of Acceptance

Rusch & Sepinuck, pp. 272-290 & 294-302  
UCC §§ 2-508, 2-511, 2-601 to 2-608 & 2-612  
CISG arts. 46(3), 47, 48 & 49(2)  
*Deaver v. Auction Block Co.*, 107 P.3d 884 (Alaska 2005)  
*North American Lighting, Inc. v. Hopkins Mfg. Corp.*, 37 F.3d 1253 (7th Cir. 1994)  
*Waddell v. L.V.R.V. Inc.*, 125 P.3d 1160 (Nev. 2006)  
*Bowen v. Foust*, 925 S.W.2d 211 (Mo. Ct. App. 1996)

C. Termination, Insecurity, and Repudiation

Rusch & Sepinuck, pp. 221-241  
UCC §§ 2-106(3)-(4) & 2-609 to 2-611  
CISG arts. 71 & 72  
*Lantec, Inc. v. Novell, Inc.*, 306 F.3d 1003 (10th Cir. 2002)
D. Modification and Excuse

Rusch & Sepinuck, pp. 103-112 & 241-252
UCC §§ 2-209 & 2-613 to 2-615
CISG art. 29 & 79
Cloud Corp. v. Hasbro, Inc., 314 F.3d 289 (7th Cir. 2002)
(C.D. Cal. 2004)
PPG Industries, Inc. v. Shell Oil Co., 919 F.2d 17 (5th Cir. 1990)

VI. Remedies

A. Buyer’s Remedies

Rusch & Sepinuck, pp. 252-272 & 291-294
UCC §§ 2-711 to 2-717
CISG arts. 28, 46(1)-(2), 49(1), 50-52 & 74-77
(E.D.N.Y. 1982)

B. Seller’s Remedies

Rusch & Sepinuck, pp. 381-411
UCC §§ 1-305 & 2-703 to 2-710
CISG arts. 61-65, 64, 68 & 74-77

C. Remedy Limitations and Agreed Remedies

Rusch & Sepinuck, pp. 190-208
UCC §§ 2-316(4), 2-718 & 2-719
Global Octanes Texas, L.P. v. BP Exploration & Oil Inc., 154 F.3d 518 (5th Cir. 1998)
VII. **Leases**

A. **Scope of UCC Article 2A**
Rusch & Sepinuck, pp. 439-444
UCC §§ 1-203; 2A-102 & 2A-103(1)(e), (g), (i)-(p), (t) & (x)

B. **Lease Formation, Enforcement, and Terms**
Rusch & Sepinuck, pp. 446-454 (skip Section 3.D)
*GreatAmerica Leasing Corp. v. Star Photo Lab, Inc.*, 672 N.W.2d 502
(Iowa Ct. App. 2003)
*Eureka Broadband Corp. v. Wentworth Leasing Corp.*, 400 F.3d 62
(1st Cir. 2005)

C. **Lease Performance, Breach, and Remedies**
Rusch & Sepinuck, pp. 453-470 (skip Section 3.E)
*Colonial Pacific Leasing Corp. v. J.W.J.C.R. Corp.*, 977 P.2d 541
(Utah Ct. App. 1999)