I. Introduction to Sales & Lease Law

A. Foundations and UCC Article 1

Gillette & Walt, pp. 1-14
Rowley, The Often Imitated, But Not Yet Duplicated, Revised UCC Article 1, 38 U.C.C. L.J. (forthcoming 2006)
UCC §§ 1-102, 1-105 & 1-206; R1-102, * R1-103, R1-201, R1-206, R1-301, R1-302, R1-304 to R1-306 & R1-308

B. Scope of Article 2

Gillette & Walt, pp. 15-18
UCC §§ 2-102, 2-103, 2-105 & 2-106**
Sanders v. Barton, 670 So. 2d 880 (Ala. 1995)
Helvey v. Wabash County REMC, 278 N.E.2d 608 (Ind. Ct. App. 1972)

* The American Law Institute (ALI) and National Conference of Commissioners on Uniform State Law (NCCUSL) revised UCC Article 1 in 2001. Alabama, Arkansas, Connecticut, Delaware, Hawaii, Idaho, Minnesota, Montana, Nebraska, Nevada, New Mexico, Oklahoma, Texas, and Virginia have enacted their own versions of Revised Article 1, the uniform version of which appears on pp. 17-37 of Comprehensive Commercial Law: 2005 Statutory Supplement. Pre-revised Article 1 appears on pp. 1-15. Citations to “UCC § 1-xxx” refer to the pre-2001 official version; citations to “UCC § R1-xxx” refer to the 2001 official version. Because Nevada has enacted Revised Article 1 and the chances are good that a majority of states will have done likewise in the next year or two, we will study Revised Article 1, except when I tell you otherwise.

** ALI and NCCUSL amended UCC Articles 2 and 2A in 2003. Because no state has yet enacted the 2003 amendments, we will study pre-amended Articles 2 and 2A, except when I tell you otherwise. Comprehensive Commercial Law: 2005 Statutory Supplement presents the uniform version of pre-amended Article 2 on pp. 39-116. Unfortunately, the authors – innocently, I’m sure – omitted pre-amended Article 2A. I will provide you with the pertinent provisions of uniform unamended Article 2A prior to the first day’s class. Comprehensive Commercial Law: 2005 Statutory Supplement presents amended Articles 2 and 2A on pp. 117-203 and 205-268, respectively. Citations to “UCC § 2-xxx” or “UCC § 2A-xxx” refer to the pre-2003 official version; citations to “UCC § R2-xxx” or “UCC § R2A-xxx” refer to the 2003 official version.
1. **Mixed Contracts: Goods vs. Services**

   Gillette & Walt, pp. 21-23

   *In re Trailer & Plumbing Supplies*, 578 A.2d 343 (N.H. 1990)
   *Care Display, Inc. v. Didde-Glaser, Inc.*, 589 P.2d 599 (Kan. 1979)

2. **Mixed Contracts: Goods vs. Intangibles**

   Gillette & Walt, pp. 23-26

   UCC §§ 2-105(1) & cmt. 1; R2-103(k) & cmt. 7
   *Advent Systems v. Unisys*, 925 F.2d 670 (3d Cir. 1991)

3. **Mixed Contracts: Goods vs. Real Property/Fixtures**

   UCC §§ 2-107 & 9-102(41)
   *Melms v. Mitchell*, 512 P.2d 1336 (Or. 1973)

C. **Special Case: Merchants**

   Gillette & Walt, pp. 19-21

   UCC § 2-104(1) & cmts. 2 & 3

D. **Scope of Article 2A**

   Gillette & Walt, pp. 26-30

   UCC §§ R1-203; 2A-101 to 2A-106
E. Scope of CISG

Gillette & Walt, pp. 30-50
CISG arts. 1-6 & 12
Asante Technologies, Inc. v. PMC-Sierra, Inc., 164 F. Supp. 2d 1142 (N.D. Cal. 2001)

F. Scope of UETA & E-SIGN

UETA §§ 2, 3 & 5
E-SIGN §§ 7001(a) & 7002(a)
UCC § R1-108

II. Contract Formation

A. Basic Principles

Gillette & Walt, pp. 51-68
UCC §§ 2-204 to 2-206; 2A-204 to 2A-206
CISG arts. 14-18 & 21-24
ProCD, Inc. v. Zeidenberg, 86 F.3d 1447 (7th Cir. 1996)
Hill v. Gateway 2000, Inc., 105 F.3d 1147 (7th Cir. 1997)
Tubelite v. Risica & Sons, Inc., 819 S.W.2d 801 (Tex. 1991)

B. Battle of the Forms

Gillette & Walt, pp. 68-90
UCC §§ 2-207; R2-206(3) & R2-207***
CISG art. 19
Ionics, Inc. v. Elmwood Sensors, Inc., 110 F.3d 184 (1st Cir. 1997)

*** Okay. This is an instance, suggested by the previous footnote, where I want us to look at the 2003 amendments to Article 2 because they change the law so dramatically from its present state.
(S.D. Ind. 1990)

C. Statutes of Frauds
Gillette & Walt, pp. 139-160
UCC §§ 1-206****; 2-201; 2A-201
UETA §§ 7 & 8
CISG arts. 11 & 12
Donovan v. RRL Corp., 27 P.3d 702 (Cal. 2001)
Bazak Int’l Corp. v. Tarrant Apparel Corp., 378 F. Supp. 2d 377
(S.D.N.Y. 2005)
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)
International Casings Group, Inc v. Premium Standard Farms, Inc., 358
F. Supp. 2d 863 (W.D. Mo. 2005)

D. Modification
Gillette & Walt, pp. 90-104
UCC §§ 2-209; 2A-208
CISG arts. 12 & 29
Cloud Corp. v. Hasbro, Inc., 314 F.3d 289 (7th Cir. 2002)

III. Contract Terms

A. Parol Evidence Rule and Contract Interpretation
Gillette & Walt, pp. 105-115, 160-167, 170-176
Excerpts from Rowley, Contract Construction and Interpretation: ...
69 Miss. L.J. 73, 311-317 & 335-342 (1999)
UCC §§ R1-303; 2-202 & 2A-202
CISG arts. 8, 9 & 11
Betaco, Inc. v. Cessna Aircraft Co., 103 F.3d 1281 (7th Cir. 1996)
Morena v. Ingenieria e Maquinaria de Guadalupe, S.A., 56 S.W.3d 652
(Tex. App. 2001)
Raney v. Uvalde Producers Wool & Mohair Co., 571 S.W.2d 199 (Tex.
Civ. App. 1978)
C-Thunk Container Corp. v. Midland Mfg. Co., 533 N.W.2d 542 (Iowa
1995)

**** Here I want us to look at the pre-2001 version of Article 1 because it differs significantly from the
2001 version.
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. Open & Implied Terms
Gillette & Walt, pp. 115-135
Excerpts from Speidel, Summers & White, Sales: Teaching Materials 571-601 (5th ed. 1993)
UCC §§ R1-304; 2-209, 2-304 to 2-310
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)

C. Quality Warranties: The Basics
Gillette & Walt, pp. 283-302, 321-325
UCC §§ 2-313 to -315, 2-317, 2A-210, 2A-212 to -213 & 2A-315
CISG art. 35(1)-(2)
Bason, Hoedad (circa 1987)
Valley Iron & Steel Co. v. Thorin, 562 P.2d 1212 (Or. 1977)
Skelton v. Druid City Hospital Board, 459 So. 2d 818 (Ala. 1984)

D. Notice and Privity
Gillette & Walt, pp. 307-311
UCC §§ 2-318 & 2-607(3); 2A-216 & 2A-516(3)
Fitl v. Strek, 690 N.W.2d 605 (Neb. 2005)

E. Warranty Reduction or Elimination
Gillette & Walt, pp. 302-307
UCC §§ 2-312(2), 2-316 & 2-719(1)-(2); 2A-209, 2A-214(1)-(3), 2A-407 & 2A-503(1)-(2)
CISG art. 35(2) & (3)
GreatAmerica Leasing Corp. v. Star Photo Lab, Inc., 672 N.W.2d 502 (Iowa Ct. App. 2003)

F. Unconscionability
Gillette & Walt, pp. 176-188
UCC §§ 2-302 & 2-719(3); 2A-108 & 2A-503(3)
CISG art. 4

G. Title Warranties
Gillette & Walt, pp. 319-321
UCC §§ 2-312(1) & (3) & 2-403; 2A-211 & 2A-214(4)
CISG arts. 4 & 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)
Sumner v. Fel-Air, 680 P.2d 1109 (Alaska 1984)
Eureka Broadband Corp. v. Wentworth Leasing Corp., 400 F.3d 62 (1st Cir. 2005)
IV. **Contract Performance**

A. **Acceptance, Rejection, and Revocation of Acceptance**
   Gillette & Walt, pp. 203-206, 210-230, 233-247
   UCC §§ 2-507, 2-508, 2-601, 2-602, 2-605 to 2-608, 2-612; R2-508; 2A-407 & 2A-509 to 2A-517
   CISG arts. 25 & 46-49
   *Deaver v. Auction Block Co.*, 107 P.3d 884 (Alaska 2005)
   *Waddell v. L.V.R.V. Inc.*, 125 P.3d 1160 (Nev. 2006)
   *North American Lighting, Inc. v. Hopkins Manufacturing Corp.*, 37 F.3d 1253 (7th Cir. 1994)
   *Bowen v. Foust*, 925 S.W.2d 211 (Mo. Ct. App. 1996)
   *Delchi Carrier S.p.A. v. Rotorex Corp.*, 71 F.3d 1024 (2d Cir. 1995)

B. **Risk of Loss**
   Gillette & Walt, pp. 263-282
   UCC §§ 2-319, 2-320, 2-503, 2-504, 2-509 & 2-510; 2A-219 to 2A-220
   CISG arts. 67-70 & 82
   *Jason’s Foods, Inc. v. Peter Eckrich & Sons, Inc.*, 774 F.2d 214 (7th Cir. 1985)
   *Design Data Corp. v. Maryland Casualty Co.*, 503 N.W.2d 552 (Neb. 1993)

C. **Anticipatory Repudiation**
   Gillette & Walt, pp. 191-203
   UCC §§ 2-609 to -611; R2-610
   CISG arts. 71 & 72
   *RAD Concepts, Inc. v. Wilks Precision Instrument Co.*, 891 A.2d 1148 (Md. 2006)
   *Lantec, Inc. v. Novell, Inc.*, 306 F.3d 1003 (10th Cir. 2002)
V. Remedies

A. Seller’s Remedies
   Gillette & Walt, pp. 327-369
   UCC §§ R1-305; 2-703 to 2-710
   CISG arts. 62, 64, 68 & 74-77
   Precision Mirror & Glass v. Nelms, 797 N.Y.S.2d 720 (N.Y. Civ Ct. 2005)