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# Preface

For this eighth edition, there are many enhancements from the seventh edition. First, there are 14 new primary cases. Second, teachers have access in the Teacher's Manual to over 200 new multiple-choice poll questions that are tied to selected problems in the casebook. Teachers can use these poll questions during class or can make them available to students for out-of-class formative assessment purposes. These poll questions are in addition to the more than 100 assessment questions and detailed answers already contained in the casebook itself at the end of each of the four chapters. Students can use these questions throughout the course to measure and clarify their understanding of the key concepts from each chapter. Finally, this eighth edition contains text explaining the 2022 Amendments to UCC Article 2 as they affect such issues as hybrid transactions, the statute of frauds, and the parol evidence rule.

As with the previous editions, this book follows the format of the LoPucki/Warren/Lawless/Foohy *Secured Credit* book in three significant ways that distinguish it from previous works in the area. First, the materials are organized into 28 class-sized assignments. The approach in this book is even more flexible, however, in that the book is suitable for either a two-hour or a three-hour sales course. For those teaching a three-hour sales course, 12 of the 28 assignments have enough problems in the problem set to occupy two classes, rather than just one. For those teaching a two-hour sales course, the Teacher's Manual provides a syllabus that indicates which problems the teacher should skip in the "double-class" problem sets so that the two-hour teacher can simply teach all 28 assignments in just one class each. The Teacher's Manual also indicates the approximate time that each of the new problems will take.

Second, the materials are designed for class sessions devoted exclusively to problem-solving rather than to lecture or analysis of cases. Accordingly, the assignments contain relatively few cases. To ensure that the cases present issues of significance in current commerce, at least half of the primary cases come from the last decade or two, and there are only two primary cases decided before 1990.

The third significant feature of the materials is the systems perspective shared with the *Secured Credit* book, the *Law of Debtors and Creditors* casebook by Warren/Westbrook/Porter/Pottow, and *Payment Systems and Other Financial Transactions* by Ronald Mann. That perspective emphasizes the institutions and mechanisms that market participants use to conduct their transactions. That perspective is furthered in the sales material in at least three ways: (1) I conducted over three dozen extensive interviews with players in the sales system and incorporated the findings of those interviews throughout the material; (2) the material includes a number of provisions from actual sales documents and forms, which should help to give students a feel for how the

system works in practice; and (3) newspaper excerpts are included in some of the assignments to give illustrations of how the sales system affects real people in the real world.

In addition, this book's coverage of sales systems encompasses not just the domestic sale of goods, but also leases, international sales, and real estate sales. These latter three systems are similar in many respects to the domestic sale of goods system, but there are some important differences that are explored in several of the assignments.

This book's goal at all points is to provide students with two things: the ability to see the grand structure of the existing systems that are covered in this book, and the ability to pick up and use new systems that develop in the years to come.

Daniel Keating

June 2023  
St. Louis, Missouri