

Preface

I start with a simple assumption. You come to this book because for one reason or another you want to learn the basic law relating to sales and leases of goods as such transactions are governed by Articles 2 and 2A of the Uniform Commercial Code. You may be trying to pick this knowledge up on your own, but more likely you are in a course—a course devoted distinctly to these topics, a more expansive survey course in Commercial Law, or even a course in Contracts that covers these topics. The book may have been assigned or recommended as additional reading by the professor teaching the course, or you may have come upon it on your own as a means of review. Whatever the circumstances, I hope this book is of help. If it is, it will not be simply because you bought it, or even because of the considerable energy I put into writing it, but because of the time, energy, and the thought you put into using it. Here are a few basic points you should understand from the outset if you are to make the best use of what I have written and what you have bought.

- You can use it as a review text, but you may find it more helpful to think of it as a kind of workbook, giving you an organized way of working through the various sections, definitions, concepts, and controversies that make up the modern law of sale and lease of goods as rendered in Articles 2 and 2A of the Uniform Commercial Code.
- This volume is not a substitute for your own copy of the Uniform Commercial Code (including Official Comments). I will be quoting the Code from time to time. At other points, I may simply suggest that you consult or refresh yourself on the Code rule. What you have here should not distract you, however, from the fundamental proposition that the law you are learning is found in, not merely suggested by or illustrated through, the exact language of the Code as it has been enacted into law in the several states. I assume throughout that as you work through the material, you will always have at your side the primary text for the study of the sale and lease of goods, the Code itself.
- The general organization and sequence of chapters follows what is a fairly standard order in which the various topics are taken up in courses on Sales. If this book has been assigned or recommended by your professor, you will of course follow his or her instructions as to which chapters to look to and which examples to prepare. If you

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are working through the book on your own and trying to coordinate it with your course, you should be able to determine fairly easily which chapters to take up just by the chapter headings, but if you are having any trouble finding where to turn, there is help available in the index and the table of U.C.C. sections at the back of the book.

- Each chapter is structured in the same way: an introductory text, a set of examples for you to ponder, followed finally by my own explanations of the questions asked and issues raised by the examples. The introductory text does not purport to outline or give a full account of the chapter's topic. In some chapters, the introductory text can be very brief. In others, it goes on for a while. But in any event the introductory text is meant only to set the stage; its purpose is to put you on the best possible course for learning through the examples by applying the Code rules to the facts given. To get the most out of this method, you should try to determine on your own how you expect the Code would deal with the example before you look at the explanation.

One final note on the examples. You might think of them as sample exam questions. If you do, it will not surprise you that analysis sometimes concludes with a “maybe” rather than with a simple yes or no. I am, after all, a law professor, and this subject, like any other you have already studied, has its unresolvable questions, places where the statute seems to be of little or no help, and “subtle” difficulties. On the other hand, don't think just because this is the study of law that the answer to even the simplest question must necessarily be open to argument or subject to competing analyses. Sometimes, perhaps most of the time, a question can and should be answered in a word or two, directly and without any hedging. Beyond that, of course, you should go on to say why—citing the Code, chapter and verse—you respond as you do. Here is some advice that applies both to analyzing the examples and to writing examination answers:

- Where an answer is given or suggested by a specific section of the Code, make reference to that section.
- Where a particular subsection is relevant, cite the subsection.
- Where a particular word or phrase in the section or subsection is of importance to your answer, identify exactly what that word or phrase is.
- Where an Official Comment answers—or seems to answer—the question, refer to it, reporting as you do whether you have any qualms or questions about the position taken in the Comment.
- Where the answer appears to be dictated by a single fact or a set of facts, make clear which facts are relevant.

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If, as will sometimes be the case, the answer has to be “that depends,” say on what you see the outcome depending. If you need to know other facts to better analyze the situation, say what you would want to know. If the answer seems to depend on how a court would interpret a particular provision or how it would settle a seeming conflict between two provisions, explain the various possible interpretations or resolutions and state what argues for one resolution over the other.

As I have said, I hope and expect this book will be helpful. If at the same time you find it stimulating and even mildly entertaining, then so much the better.

James Brook
October 2014

As this book has transitioned to a new principal author, you will find that most of Professor Brook’s content remains, but there has been some significant reorganization.

The book now begins with a new chapter on Article 1. That chapter is part of a revised Part I that includes other introductory material; material on Formation is now in Part II. The book now ends with a new Part VII on Leases that consolidates the material on leases that was previously distributed throughout the book. Finally, the former Part VI, on Documentary Transactions, has been cut. If you are a faculty member who uses those chapters, you can find them at the Professor’s Resources link on the product page of the Aspen Publishing website.

The Ninth Edition incorporates the changes made to the U.C.C. by the 2022 Amendments, primarily to address hybrid transactions and electronic commerce.

I am grateful to Professor Brook and to Aspen Publishing for the opportunity to contribute to this excellent book.

Scott J. Burnham
October 2023

