

SALES - PROF. PRINCE - FALL 2009
READING ASSIGNMENTS FROM BENFIELD & GREENFIELD
SALES -- CASES AND MATERIALS (5th Ed.)

Class #1 - Tuesday - Aug. 25: Pages 1-20

*Introduction to UCC; Scope of Article 2

Anthony Pools v. Sheehan

UCC §§ 2-102, 2-105

Class #2 - Wednesday - Aug. 26: Pages 20-32

* Scope of Article 2, Article 2A and CISG; Application by Analogy

Advent Systems Ltd. v. Unisys Corp.

Architectronics, Inc. v. Control Systems, Inc.

Hoffman v. Horton

UCC §§ 2-102, 2-105, 2A-102, 2A-103(1)(j); CISG Art. 1, 2

Class #3 - Thursday - Aug. 27: Pages 39-57

*Contract Formation; Statute of Frauds

Unique Designs, Inc. v. Pittard Machinery Co.

Bacou Dalloz USA, Inc. v. Continental Polymers, Inc.

Southwest Engineering Co., Inc. v. Martin Tractor Co.

UCC §§ 2-201, 2-204, 2-206, 2A-201, 2A-204, 2A-206; CISG Art. 14

Class #4 - Tuesday - Sep. 1: Pages 57-69

*Statute of Frauds

Decatur Cooperative Ass'n v. Urban

Lige Dickson Co. v. Union Oil Co.

UCC §§ 2-201, 2A-201; CISG Art. 11, 96

Class #5 - - Wednesday - Sep. 2: Pages 69-86

*Battle of the Forms

C. Itoh & Co., Inc. v. Jordan Int'l Co.

Northrop Corp. v. Litronic Industries

UCC §§ 2-207; CISG Art. 19

Class #6 - - Thursday - Sep. 3: Pages 86-98

*Battle of the Forms; Electronic Commerce

Hill v. Gateway 2000, Inc.

Klocek v. Gateway 2000, Inc.

UCC §§ 2-204, 2-206, 2-207

Class #7 - - Tuesday - Sep. 8: Pages 98-117

*Modification

Wisconsin Knife Works v. National Metal Crafters

BMC Industries, Inc. v. Barth Industries, Inc.

UCC §§ 2-209, 2A-208; CISG Art. 29

Class #8 - Wednesday - Sep. 9: Pages 117-140

*Firm Offers (Options); Unconscionability

Friedman v. Sommer

Campbell Soup Co. v. Wentz

A&M Produce Co. v. FMC Corp.

UCC §§ 2-205, 2-302, 2A-205; CISG Art. 16

Class #9 - Thursday - Sep. 10: Pages 140-147

*Parol Evidence Rule

ARB, Inc. v. E-Systems, Inc.

Noble v. Logan-Dees Chevrolet-Buick, Inc.

UCC §§ 1-205, 2-202, 2-208; 2A-202; CISG Art. 8

Class #10 -- Tuesday - Sep. 15: Pages 148-164

*Parol Evidence Rule; Gap Filler Terms

Nanakuli Paving & Rock Co. V. Shell Oil Co., Inc.

UCC §§ 1-205, 2-202, 2-208, 2-304-311, 2A-202; CISG Art. 8, 14, 55

Class #11 - Wednesday - Sep. 16: Pages 164-182

*Gap Filler Terms; Output/Requirement Contracts

James Mathis v. Exxon Corp.

Riegel Fiber Corp. v. Anderson Gin. Co.

UCC §§ 2-304-311; CISG Art. 14, 55

Class #12 - Thursday - Sep. 17: Pages 186-201

* Risk of Loss

A.M. Knitwear v. All America Export-Import Corp.

Silver v. Wycombe, Meyer & Co., Inc.

UCC §§ 2-503, 2-509, 2-510, 2A-219, 2A-220; CISG Art. 66-70

Class #13 - Tuesday - Sep. 22: Pages 201-206, 211-214

* Risk of Loss, Special Arrangements, Auctions,

Jakowski v. Carole Chevrolet, Inc.

Drew v. John Deere Co. of Syracuse, Inc.

UCC §§ 2-510, 2-326, 2-327, 2A-220; CISG Art. 66-70

Class #14 - Wednesday - Sep. 23: Pages 215-227

* Express Warranties

Doug Connor, Inc. v. Proto-Grind, Inc.

Royal Business Machines, Inc. v. Lorraine Corp.

UCC §§ 2-328, 2-313, 2A-209-210; CISG Art. 35

Class #15 - Thursday - Sep. 24: Pages 228-245

*Implied Warranties

Ambassador Steel Co. v. Ewald Steel Co.

Bethlehem Steel Corp. v. Chicago Eastern Corp.

UCC §§ 2-313-315, 2A-209-213; CISG Art. 35

Class #16 - Tuesday - Sep. 29: Pages 262-278

*Implied Warranties; Warranty of Title

Tyson v. Ciba-Geigy Corp.

A. S. Leavitt v. Monarco Coach Corp.

All-States Leasing Co. v. Bass

UCC §§ 2-312, 2-314-315, 2A-211-213; CISG Art. 35, 41

Class #17 - Wednesday - Sep. 30: Pages 279-295

*Warranty Disclaimers

Sierra Diesel Injection Service, Inc. v. Burroughs Corp.

Gindy Manufacturing Corp. v. Cardinale Trucking Corp.

UCC §§ 2-316, 2A-214; CISG Art. 35

Class #18 - Thursday - Oct. 1: Pages 295-311

*Privity

Randy Knitwear, Inc. v. American Cyanamid Co.

Tex Enterprises, Inc. v. Brockway Standard, Inc.

UCC §§ 2-318, 2A-216

Class #19 - Tuesday - Oct. 6: Pages 311-324

*Privity; Defenses to Breach of Warranty

Morrow v. New Moon Homes, Inc.

Patty Precision Products Co. v. Brown & Sharpe Mfg. Co.

UCC §§ 2-318, 2A-214

Class #20 - Wednesday - Oct. 7: : Pages 325-338

* Defenses to Breach of Warranty

Correia v. Firestone Tire & Rubber Co.

Fiske v. MacGregor, Div. of Brunswick

UCC §§ 2-314-316, 2A-212-214

Class #21 -Thursday - Oct. 8: : Pages 338-350

*Federal and State Consumer Protection Laws

UCC § 2-102; Magnusson-Moss (FTCIA) Act

Class #22 - Tuesday - Oct. 13: Pages 351-370

* Tender, Rejection, Revocation and Acceptance

D.P. Technology Corp. v. Sherwood Tool, Inc.

Midwest Mobile Diagnostic Imaging, L.L.C. v. Dynamics Corp. of America

UCC §§ 2-601-608, 2-612, 2A-509-512, 2A-515-517; CISG Art. 25, 46-52

Class #23 - Wednesday - Oct. 14: Pages 370-383

* Tender, Rejection, Revocation and Acceptance

Miron v. Yonkers Raceway, Inc.

UCC §§ 2-601-608, 2-612, 2A-509-512, 2A-515-517; CISG Art. 25, 46-52

Class #24 - Thursday- Oct. 15: Pages 383-396

*Cure

Zabriskie Chevrolet, Inc. v. Smith

UCC §§ 2-508, 2-612; 2A-510, 2A-513; CISG Art. 48, 49

Class #25 - Tuesday - Oct. 20: Pages 396-408

*Cure; Revocation

Jorgensen v. Pressnall

Gappelberg v. Landrum (I)

Gappelberg v. Landrum (II)

UCC §§ 2-508, 2-608, 2-612; 2A-510, 2A-513; CISG Art. 48, 49

Class #26 - Wednesday - Oct. 21: Pages 408-422

*Buyers' and Lessees' Remedies

Sedmak v. Charlie's Chevrolet, Inc.

Hilmor Sales Co. v. Helen Neushaefer Div. of Supronics Corp.

Valley Die Cast Corp. v. A.C.W. Inc.

UCC §§ 2-711-716, 2A-518-522; CISG Art. 46, 74-77

Class #27 - Thursday - Oct. 22: Pages 422-430

*Buyers' and Lessees' Remedies

Allied Canners & Packers, Inc. v. Victor Packing Co.

TexPar Energy Inc. v. Murphy Oil USA, Inc.

UCC §§ 2-711-716, 2A-518-522; CISG Art. 46, 74-77

Class #28 - Tuesday - Oct. 27: Pages 431-438

*Buyers' and Lessees' Remedies

Jay V. Zimmerman Co. v. General Mills, Inc.

Eastern Air Lines, Inc. v. McDonnell Douglas Corp.

UCC §§ 2-607, 2-711-716, 2A-518-522; CISG Art. 74-77

Class #29 - Wednesday - Oct. 28: Pages 438-449

*Limitations on Remedies

Smith v. Navistar International Transportation

UCC §§ 2-719, 2A-503

Class #30 - Thursday - Oct. 29: Pages 450-465

*Sellers' and Lessors' Remedies

Industrial Molded Plastic Products, Inc. v. J. Gross & Son, Inc.

Tesoro Petroleum Corp. v. Holborn Oil Co., Ltd.

UCC §§ 2-702-710, 2A-525-528; CISG Art. 61, 62, 74-77

Class #31 - Tuesday - Nov. 3: Pages, 465-475

*Sellers' and Lessors' Remedies

Neri v. Retail Marine Corp.

UCC §§ 2-702-710, 2A-525-528; CISG Art. 61, 62, 74-77

Class #32 - Wednesday - Nov. 4: Pages 475-490

* Liquidated Damages

Kvassay v. Murray

Superfos Investments Ltd. v. FirstMiss Fertilizer, Inc.

Martin v. Sheffer

UCC §§ 2-718, 2A-504

Class #33 - Thursday - Nov. 5: Pages 491-513

*Right to Adequate Assurances; Repudiation

Clem Perrin Marine Towing, Inc. v. Panama Canal Co.

Oloffson v. Coomer

UCC §§ 2-609-611, 2A-401-403; CISG Art. 71, 72

Class #34 - Tuesday - Nov. 10: Pages 514-522

*Impossibility, Impracticability and Frustration of Purpose

United States v. Wegematic Corp.

Chase Precast Corp. v. John J. Paonessa Co., Inc.

UCC §§ 2-612-616, 2A-404-406; CISG Art. 79

Wednesday - Nov. 11: Holiday - Class will not meet.

Class #35 - Thursday - Nov. 12: Pages 534-554

*Title and Third Party Claims

Home Indemnity Co. v. Twin City Fire Ins. Co.

Snap-On Tools Corp. v. Rice

Atlas Auto Rental Corp. v. Weisberg

UCC §§ 2-401, 2-402, 2-403

Class #36 - Tuesday - Nov. 17: Pages 568-570

*Article 6 - Bulk Sales

UCC §§ 6-101-110

Class #37 - Wednesday - Nov. 18: Pages 587-600

*Article 7 - Documentary Sales - Carriers and Bailees

Fine Foliage of Florida, Inc. v. Bowman Transportation, Inc.

UCC §§ 7-102, 7-104, 7-204, 7-301, 7-309, 7-403

Class #38 - Thursday - Nov. 19: Pages 611-623

*Article 5 - Letters of Credit

Courtaulds North America, Inc. v. North Carolina National Bank

United Bank Ltd. v. Cambridge Sporting Goods Corp.

UCC §§ 5-102, 5-104, 5-106, 5-107, 5-109

Class #39 - Tuesday - Nov. 24: [Administrative Wednesday]

*Review