

ASPEN CASEBOOK SERIES

PAPERBACK

Fifth
Edition

Wolters Kluwer
Law & Business

ASPEN CASEBOOK SERIES

Sales A Systems Approach

Fifth Edition

Daniel Keating

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Wolters Kluwer

Law & Business

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Published by Wolters Kluwer Law & Business in New York.

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Wolters Kluwer Law & Business
Attn: Order Department
PO Box 990
Frederick, MD 21705

Printed in the United States of America.

1 2 3 4 5 6 7 8 9 0

ISBN 978-1-4548-0398-0

Library of Congress Cataloging-in-Publication Data

Keating, Daniel L. (Daniel Louis), 1961-
Sales : a systems approach / Daniel Keating. — 5th ed.
p. cm. — (Aspen casebook series)
Includes index.
ISBN 978-1-4548-0398-0
1. Sales—United States—Cases. I. Title.
KF915.K43 2011
346.7307'2—dc23

2011040435

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To my good friend Clarence Bass

A fellow author, a fellow lawyer,
and a one-of-a-kind fitness guru

Preface

For this fifth edition, all references to amended Articles 2 and 2A have been deleted. As White and Summers put it so succinctly in the 2010 edition of their Hornbook, “Amended Article 2 is dead.” Despite its approval by NCCUSL and ALI in 2003, Amended Article 2 has not been enacted in any state. Therefore, all references to Article 2 are to the 1972 version of that Article.

However, the primary citation for Article 1 remains revised Article 1, reflecting the reality that revised Article 1 has become the law in 40 states and has been introduced in a couple of others. When there is a different statutory citation to the same principle in the pre-revised version of Article 1, the parallel cite is noted parenthetically.

As with the previous editions, this book follows the format of Lynn LoPucki and Elizabeth Warren’s *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.

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, the majority of the cases come from the mid-1990s or later.

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 Elizabeth Warren and Jay Westbrook, 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; (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

October 2011
St. Louis, Missouri

Acknowledgments

Just as with earlier editions of this casebook, I owe a debt of gratitude to a number of people who made helpful comments on the book: Stephen Ware (a million thanks for his numerous helpful insights!), Michael Greenfield, David Snyder, Stephen Sepinuck, Ken Kettering, Keith Rowley, Rod Shkolnick, Michael Borden, Scott Reed, Martha Ertman, D. Daniel Sokol, Alexander Meiklejohn, Jeff Kelleher, Jane Winn, William P. Johnson, Amy Bushaw, Robert Butkin, Rod Shkolnick, C. Scott Pryor, and Ann Lawton.

I do not want to forget all of the help I received previously from professors who used the casebook in its first edition. As to that edition, I received a dozen or more helpful suggestions from each of the following users, and I still wish to express my gratitude to them: Michael Greenfield, Alexander Meiklejohn, Stephen Sepinuck (who also generously agreed to share his "Active Learning Exercises" for use in my Teacher's Manual), and Paul Shupack (with whom for one semester I had at least weekly e-mail communication about his use of the book).

Other users who took the time to give me valuable ideas concerning how to improve the first edition and to whom I am also grateful include: Jean Braucher, Michael Korybut, Gary Neustadter, C. Scott Pryor, Keith Rowley, and William J. Woodward, Jr.

In addition, I wish to thank the students who took my class when I taught the first edition of the book. Their in-class answers gave me great insights on whether or not the problems were working, and some students were even kind enough to point out typos when they found them.

As to the first edition of this book, I still owe a special debt of gratitude to Ronald Mann, who not only read every assignment within 24 hours after I wrote it, but also inspired me by his own tireless example. Ronald was even so kind as to review the revised version of the first edition after he taught from the draft version, thereby serving as a priceless but unpaid editor. Also for the first edition, I thank Lynn LoPucki and Elizabeth Warren for their valuable comments and suggestions about the material. I thank my colleague Michael Greenfield for always being on call to answer my Article 2 questions as I wrote the first edition. Four commercial law teachers besides Mann were kind enough to teach all or part of a first draft of the first edition of the book in the spring of 1997 and I benefitted from their comments: Roger Billings, John Hennigan, Gary Neustadter, and Nancy Ota. Finally, I am grateful to the following individuals who took the time to give me some "real world" perspective on sales: John Dul, Anixter, Inc.; John Podczerwinski, Schnading Corp.; Mark D. Rabe, McDonnell Douglas Corp; Kenneth Hovorka, Rock-Tenn Co.; William

Geary, Rock-Tenn Co.; Joseph F. Jedlicka III, Anheuser-Busch Companies, Inc.; Steve Volland, Anheuser-Busch Companies, Inc.; Brian M. Foster, Ralcorp Holdings, Inc.; Lester Tober, Tober Industries, Inc.; Glen Horton, Washington University; Gayle G. Stratmann, Eveready Battery Company, Inc.; Richard A. Cohen, May Department Stores Co.; John K. Kane, Bryan Cave; plus a couple of dozen anonymous sources whom I interviewed for an article that I published in the year 2000 about Article 2's "battle of the forms" provision.

The following are acknowledged and thanked for granting permission to reprint:

The Associated Press for permission to reprint a portion of Harry F. Rosenthal, Justice, FTC Oppose Lawyers-Only Real Estate Closings, September 20, 1996.

The St. Louis Post-Dispatch for permission to reprint a portion of Carolyn Tuft, Title Insurance: Let Buyers Be Wary, October 1, 1995.

The St. Petersburg Times for permission to reprint a portion of Amy Ellis, Dream Car Turns Into Nightmare, November 5, 1995.

The Business Law Brief for permission to reprint a portion of Julian Harris, Acquiring Title to Goods, February 1994.

The Guardian for permission to reprint a portion of Richard Colbey, Extended Warranties Spark New Wave of Complaints, February 17, 1996.

Summary of Contents

<i>Contents</i>	<i>xi</i>
<i>Preface</i>	<i>xvii</i>
<i>Acknowledgments</i>	<i>xix</i>

Chapter 1. Formation	1
Assignment 1: The Role and Scope of Codes in Sales Systems	1
Assignment 2: Scope Issues with Leases, CISG, and Real Estate	25
Assignment 3: The Process of Sales Contract Formation	48
Assignment 4: Formation with Leases, International Sales, and Real Estate	72
Assignment 5: Statute of Frauds with Sales of Goods	95
Assignment 6: Parol Evidence with Sales of Goods	111
Assignment 7: Requisites to Formalization in Leases, International Sales, and Real Estate Sales	130
Chapter 2. Terms	147
Assignment 8: Warranties with Sales of Goods	147
Assignment 9: Notice and Privity	165
Assignment 10: Magnuson-Moss	176
Assignment 11: Lease, International, and Real Estate Warranties	193
Assignment 12: Reducing or Eliminating Warranty Liability: Basics	209
Assignment 13: Reducing or Eliminating Warranty Liability: Advanced	223
Assignment 14: Commercial Impracticability	232
Assignment 15: Unconscionability	254
Assignment 16: Title with Sales of Goods	263
Assignment 17: Title with Leases, International Sales, and Real Estate	281

Chapter 3. Performance	295
Assignment 18: Closing the Sale with Sales of Goods	295
Assignment 19: Closing with Leases, International Sales, and Real Estate	314
Assignment 20: Risk of Loss with Sales of Goods	338
Assignment 21: Risk of Loss with Leases, International Sales, and Real Estate	351
 Chapter 4. Remedies	 369
Assignment 22: Seller's Remedies with Sales of Goods	369
Assignment 23: Lessor's and Seller's Remedies with Leases, International Sales, and Real Estate	385
Assignment 24: Seller's Remedies: Advanced Problems	398
Assignment 25: Buyer's Remedies with Sales of Goods	413
Assignment 26: Buyer's and Lessee's Remedies with Leases, International Sales, and Real Estate	427
Assignment 27: Buyer's Remedies: Advanced Problems	438
Assignment 28: Special Remedies	455
 <i>Table of Cases</i>	 475
<i>Table of Statutes</i>	479
<i>Index</i>	485

Contents

<i>Preface</i>	xvii
<i>Acknowledgments</i>	xix

Chapter 1. Formation	1
Assignment 1: The Role and Scope of Codes in Sales Systems	1
A. Fundamental Aspects of Sales	1
B. The Real World of Sales	3
C. Functions of a Code in Sales Systems	5
D. Scope of Article 2	7
<i>Ragus Co. v. City of Chicago</i>	9
<i>Adel v. Greensprings of Vermont, Inc.</i>	12
<i>Cook v. Downing</i>	18
Problem Set 1	22
Assignment 2: Scope Issues with Leases, CISG, and Real Estate	25
A. Scope of Article 2A	25
<i>Carlson v. Giachetti</i>	27
<i>In re Bailey</i>	30
B. Scope of the CISG	37
<i>Valero Marketing & Supply Co. v. Greeni Oy & Greeni Trading Oy</i>	38
C. Real Estate	44
Problem Set 2	45
Assignment 3: The Process of Sales Contract Formation	48
<i>Hill v. Gateway 2000, Inc.</i>	48
<i>Belden, Inc. v. American Electronic Components, Inc.</i>	56
Problem Set 3	68
Assignment 4: Formation with Leases, International Sales, and Real Estate	72
A. Formation of Contracts for Leases	72
B. Formation of Contracts for International Sales	73
<i>Filanto v. Chilewich International Corp.</i>	74
C. Formation of Real Estate Contracts	76
<i>Dysart v. Cummings</i>	78
<i>Throckmartin v. Century 21 Top Realty</i>	87
Problem Set 4	93

Assignment 5: Statute of Frauds with Sales of Goods	95
<i>DF Activities Corp. v. Brown</i>	98
<i>General Trading Int'l v. Wal-Mart Stores</i>	104
Problem Set 5	109
Assignment 6: Parol Evidence with Sales of Goods	111
<i>Morgan Buildings and Spas, Inc. v. Humane Society of Southeast Texas</i>	111
<i>Cravotta v. Deggingers' Foundry, Inc.</i>	122
Problem Set 6	128
Assignment 7: Requisites to Formalization in Leases, International Sales, and Real Estate Sales	130
A. Requisites to Formalization in Leases	130
B. Requisites to Formalization in International Sales	131
<i>TeeVee Toons, Inc. v. Gerhard Schubert GmbH</i>	131
C. Requisites to Formalization in the Real Estate System	138
<i>Richard v. Richard</i>	138
Problem Set 7	144
Chapter 2. Terms	147
Assignment 8: Warranties with Sales of Goods	147
A. The Effects of Warranty Law on Business Practice	147
B. The Basic UCC Quality Warranties	148
<i>Phillips v. Cricket Lighters</i>	149
<i>Leal v. Holtvogt</i>	155
C. Extended Warranties and Maintenance Agreements	159
Problem Set 8	161
Assignment 9: Notice and Privity	165
<i>Hebron v. American Isuzu Motors, Inc.</i>	166
<i>Crews v. W.A. Brown & Son, Inc.</i>	170
Problem Set 9	174
Assignment 10: Magnuson-Moss	176
<i>Kemp v. Pfizer, Inc.</i>	176
<i>McNiff v. Mazda Motor of America, Inc.</i>	178
<i>McCurdy v. Texar, Inc.</i>	183
<i>McNamara v. Nomeco Building Specialties, Inc.</i>	185
Problem Set 10	191
Assignment 11: Lease, International, and Real Estate Warranties	193
A. Lease Warranties: The Case of Finance Leases	193
B. Warranties with International Sales	194
<i>Schmitz-Werke GmbH Co. v. Rockland Industries, Inc.</i>	195

C. Real Estate Warranties	199
1. Warranties Generally	199
<i>Hershey v. Rich Rosen Construction Co.</i>	200
2. Third-Party Home Warranties	206
Problem Set 11	207
Assignment 12: Reducing or Eliminating Warranty Liability: Basics	209
A. Warranty Reduction with Sales of Goods	209
<i>Wilbur v. Toyota Motor Sales, U.S.A.</i>	212
B. Warranty Reduction with Leases	216
C. Warranty Reduction with International Sales	217
<i>Supermicro Computer, Inc. v. Digitechnic, S.A.</i>	217
D. Disclaiming the Real Estate Implied Warranty of Habitability	219
<i>Axline v. Kutner</i>	219
Problem Set 12	221
Assignment 13: Reducing or Eliminating Warranty Liability: Advanced	223
<i>Ismael v. Goodman Toyota</i>	227
Problem Set 13	230
Assignment 14: Commercial Impracticability	232
A. Commercial Impracticability with Sales of Goods	232
<i>Resources Investment Corp. v. Enron Corp.</i>	233
<i>Alamance County Bd. of Educ. v. Bobby Murray Chevrolet</i>	237
B. Commercial Impracticability with Leases	243
C. Commercial Impracticability with International Sales	244
<i>Raw Materials, Inc. v. Manfred Forberich GmbH & Co.</i>	244
D. Commercial Impracticability with Real Estate	251
Problem Set 14	252
Assignment 15: Unconscionability	254
A. Unconscionability with Sales of Goods	254
<i>Maxwell v. Fidelity Financial Services, Inc.</i>	255
B. Unconscionability with Leases	258
<i>BMW Financial Services v. Smoke Rise Corp.</i>	259
C. Unconscionability with International Sales	260
D. Unconscionability with Real Estate	260
Problem Set 15	261
Assignment 16: Title with Sales of Goods	263
<i>West v. Roberts</i>	264
<i>Rudiger Charolais Ranches v. Van De Graaf Ranches</i>	274
Problem Set 16	279

Assignment 17: Title with Leases, International Sales, and Real Estate	281
A. Title with Leases	281
<i>In re M & S Grading, Inc.</i>	282
B. Title with International Sales	284
C. Title with Real Estate	285
<i>Keilbach v. McCullough</i>	285
<i>Hatch v. First American Title Ins.</i>	289
Problem Set 17	291
 Chapter 3. Performance	 295
Assignment 18: Closing the Sale with Sales of Goods	295
<i>North American Lighting, Inc. v. Hopkins Manufacturing Corp.</i>	298
<i>Sinco, Inc. v. Metro-North Commuter R. Co.</i>	304
Problem Set 18	310
Assignment 19: Closing with Leases, International Sales, and Real Estate	314
A. Closing with Leases	314
<i>In re Rafter Seven Ranches, L.P.</i>	314
B. Closing with International Sales	327
<i>Delchi Carrier SpA v. Rotorex Corp.</i>	327
C. Real Estate Closings	330
<i>Gray v. First NH Banks</i>	331
Problem Set 19	335
Assignment 20: Risk of Loss with Sales of Goods	338
<i>Cook Specialty Co. v. Schrlock</i>	340
<i>Design Data Corp. v. Maryland Casualty Co.</i>	344
Problem Set 20	348
Assignment 21: Risk of Loss with Leases, International Sales, and Real Estate	351
A. Risk of Loss with Leases	351
<i>Jaz, Inc. v. Foley</i>	351
B. Risk of Loss with International Sales	355
<i>BP Oil Int'l v. Empresa Estatal Petroleos de Ecuador</i>	355
<i>Chicago Prime Packers, Inc. v. Northam Food Trading Co.</i>	358
C. Risk of Loss with Real Estate	364
<i>Voorde Poorte v. Evans</i>	365
Problem Set 21	367