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Problems and Materials on  
COMMERCIAL LAW

*Ninth  
Edition*



Wolters Kluwer

Law & Business

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**PROBLEMS AND MATERIALS  
ON COMMERCIAL LAW**

**NINTH EDITION**

DOUGLAS J. WHALEY  
PROFESSOR OF LAW EMERITUS  
THE OHIO STATE UNIVERSITY



**Wolters Kluwer**  
Law & Business

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**This book is dedicated to Charleyne Gabriel,  
one of my first students, plus trusted  
bridge partner and wonderful friend.**

This book explores commercial law by focusing on a series of Problems designed to encourage the student to concentrate on the exact statutory language in the Uniform Commercial Code and related statutes. Representative cases and textual notes are also included.

Unfortunately, students reared on the case method sometimes have trouble concentrating on Problem after Problem. Such an attitude here can be academically fatal. As a guide to the degree of concentration required, I have used a hierarchy of signals. When the Problem states “Read §3-302,” I mean “Put down this book, pick up the Uniform Commercial Code, and study §3-302 carefully.” When the instruction is “See §3-302,” the reader need look at the cited section only if unsure of the answer. “Cf. §3-302,” or simply “§3-302,” is a lesser reference, included as a guide for the curious.

I have edited the footnotes out of most cases; the ones that remain have been stripped of their original numbering and have been consecutively numbered with my other textual footnotes. Unless clearly indicated otherwise, all footnotes in the cases are the court’s own.



I would like to thank Gregory Krabacher, my 2004 research assistant, for creating the very helpful chart in Chapter 16 illustrating a typical letter of credit transaction. Many thanks also to all the talented people at Aspen Publishers for their hard work in keeping my seven casebooks up and running.

*Douglas J. Whaley*

Columbus, Ohio  
January 2008

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