

SALES
CASES AND MATERIALS
FIFTH EDITION

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To Dalida and Claire

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PREFACE

This book originated in 1936 as Bogert and Britton, Sales, and in 1962 became Bogert, Britton and Hawkland, Sales and Security. After widespread enactment of the Uniform Commercial Code, in 1980 the book became Benfield and Hawkland, Sales, and enjoyed four editions. This version continues the basic structure of its immediate predecessor and will be familiar to users of the last edition. The main difference is a shift to the heavier use of problems. Twenty principal cases have been dropped or converted into notes, and there are nine new principal cases, many new and revised textual passages, and numerous new and revised problems. The primary substantive focus is Article 2 of the Uniform Commercial Code, but the book also considers Article 2A and enlarges the treatment of the Convention on Contracts for the International Sale of Goods. It also addresses UCC Articles 5, 6, 7, and 9 insofar as those Articles affect the rights of buyers and sellers of goods.

The prior editions of this book were designed primarily for use in upper-level courses on Sales, but the book also has been used successfully in first-year Sales courses. With its reliance on the use of problems and its emphasis on developing the skills of dealing with a comprehensive statute, the book continues to be suitable for both first-year and upper-level courses.

The primary criterion for selection of materials to be included in the book is effectiveness as teaching materials. Some are included for their description of the underlying business transaction; some are included for their exposition of the law; but all are included for the platform they create for exploring the rules and, especially, the methodology of the Code.

In the course of editing the judicial opinions, I have omitted numerous citations and footnotes without any notation of the omissions. The footnotes that remain bear their original numbers, and footnotes designated by superscript letters are explanatory footnotes that I have added to the opinions. I have corrected obvious typographical and grammatical errors in reprinted materials without using the conventional "sic." In view of the currently dim prospects for enactment of the 2003 amendments to Articles 2 and 2A, all unadorned references to those Articles are to the pre-amendment versions. References to the amended provisions are clearly labeled.

In preparing this edition, I am extremely grateful for the broad shoulders of Professors Benfield and Hawkland, two of the preeminent commercial law scholars of the twentieth century. Their work has provided a most

solid foundation for me to build on, and Professor Benfield has reviewed the copy and provided suggestions for this edition.

MICHAEL M. GREENFIELD

St. Louis, Missouri
December 2006

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