Second Edition

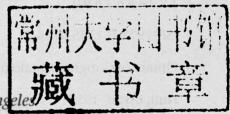


UNITED STATES AND INTERNATIONAL SALES, LEASE, AND LICENSING LAW

CASES AND PROBLEMS

Second Edition

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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.

1234567890

ISBN 978-0-7355-0714-2

Library of Congress Cataloging-in-Publication Data

Hull, Bryan, 1957-

United States and international sales, lease, and licensing law: cases and problems / Bryan D. Hull. — 2nd ed.

- p. cm.
- —(Aspen casebook series)

ISBN 978-0-7355-0714-2

- 1. Export sales contracts—United States. 2. Sales—United States.
- 3. Licenses United States. 4. Casebooks. I. Title.

KF915.H85 2012 346.7307'2—dc23

2012001059

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To my niece and nephew, Lisa and Ben Kellerman.

May they experience much happiness in their lives.

Love, Uncle Bryan

PREFACE TO SECOND EDITION

I read somewhere that "the only reason to teach a class once is to teach it twice." I believe there is a lot of truth in that statement. Much time and effort goes into the preparation of a class, and it may not be worth it if you teach the class only once. In addition, I know I made a fair number of mistakes the first time I taught a class and know that I did a much better job the second time.

I think one could also say that "the only reason to write a casebook is to write a second edition." As I used the first edition of this book and heard from others who had also used it, I realized that there were certainly areas for improvement in a second edition. So, here it is, and I hope that it is indeed an improvement.

Of course, one reason to write a second edition is to update the first edition. Since the last edition was written, new editions of the INCOTERMS and Uniform Customs and Practice for Documentary Credits have been released by the International Chamber of Commerce. The Uniform Law Commission (National Conference of Commissioners on Uniform State Laws) and American Law Institute decided to drop the 2003 amendments to UCC Article 2 because they were not being adopted by state legislatures. More state legislatures adopted the 2001 revision of Article 1. The second edition of this book discusses these changes, among other things.

Because of the decision to drop the 2003 amendments to Article 2, I have decided to drop references to them in the second edition. I have also decided to cite only the 2001 revision of Article 1 (including the change to UCC 1-301 that was made in 2008) because most states have now adopted the revised Article 1. I hope this makes things less complicated for the students and for the professors teaching the course.

In response to some helpful suggestions by professors who have used the book, I have added more explanatory material in some areas. I have also changed some of the cases. It is my hope that the new cases do a better job of exploring the relevant concepts than the cases they replaced in the

prior edition.

I want to give special thanks to my colleague at Loyola Law School, Associate Dean Sean Scott, for taking the time to give me many thoughtful suggestions on improvements for the book. I also want to thank Professor Richard Hyland of Rutgers Law School in Camden, New Jersey, for his kind comments and helpful suggestions. I haven't necessarily had time to implement all of the excellent suggestions I have received, but perhaps by the third edition I'll get things right! Any errors or omissions in the text are obviously my own.

Bryan D. Hull Loyola Law School Los Angeles, California January 2012

ACKNOWLEDGMENTS

I would first like to thank my employer, Loyola Law School, Los Angeles, for its financial support in helping me write this book. Second, thanks to my colleague Professor Lary Lawrence, for his encouragement and his willingness to serve as a "guinea pig" in using the manuscript in his classes. Lary has also given me many useful comments that have assisted me in improving the product. Of course, any remaining errors are my own! Also, thanks to my colleague, Dean Emeritus Gerald T. McLaughlin, for sharing with me his materials on letters of credit. He has forgotten more on this subject than I will ever know.

I want to thank Professor Eric Bergsten for putting on the Willem C. Vis International Arbitration Moot Competition the last fourteen years in Vienna, Austria. It was our school's involvement in that competition that motivated us to offer the comparative sales law class that gave rise to this book. Some of the problems in the book are inspired by issues that were considered in prior Vis competitions.

Thanks go to the editors and reviewers of Aspen Publishers. Their hard

work and helpful comments have made this a better product.

Over the years I have been aided by a number of student research assistants and proofreaders and am grateful to all of them. In chronological order in which they worked on the book, they are: Samir Sheth, Mark Murad, Jason Rothman, Alexis Endsley, Michael Coker, Mike Lavaee, and Jeff Payne. I also want to thank all of the students who have taken my class during the time that I have been working on this book. My experience in using the manuscript with them has been invaluable.

Finally, anyone who writes a casebook in an established area owes a debt to those who have previously written casebooks in the area. I have learned a lot from those books, both from my days as a student and now as

a professor who has reviewed them and taught out of them. My first exposure to many of the problems and cases that are in this book came when I used or reviewed those casebooks.

Bryan D. Hull Loyola Law School Los Angeles, California January 2012

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