CONTRACT LAW: SELECTED SOURCE MATERIALS

2003 Edition

Selected and Edited By
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St. Paul, MN 55164–0526
1-800-328-9352

Printed in the United States of America

ISBN 0–314–14655–5

Editors' Introduction

The law of contracts originated as common law—the law made by judges on a case-by-case basis. Increasingly, however, statutes and regulations—laws enacted by legislatures and administrative agencies—govern contractual transactions. Many statutes address issues that the common law did not address. A minimum wage statute, for example, regulates a price term that the common law left to the parties' agreement. Other statutes change the common law. The UNIFORM COMMERCIAL CODE (U.C.C.) § 2–209(1), for example, makes contract modifications enforceable without "consideration," abolishing a traditional common law requirement for contracts within the scope of that enactment. The basic course in contract law normally concentrates on the common law and statutes that change it. Other courses cover statutes that otherwise regulate contractual transactions.*

RESTATEMENT (SECOND) OF CONTRACTS

The common law is represented in this volume by selections from the RESTATEMENT (SECOND) OF CONTRACTS (1981). The complete RESTATEMENT (SECOND) consists of 385 sections stating the common law in the form of legal rules. Following the rule(s) stated in each section (the "black letter law"), a comment explains each rule and illustrates its application. Each section ends with a Reporter's Note giving citations to relevant cases and scholarly treatments of the topic. The complete RESTATEMENT (SECOND), without appendices, takes up three sizable volumes. This volume contains a selection of those sections and comments that should be most helpful to students in the basic course in contract law.

THE RESTATEMENT (FIRST) OF CONTRACTS (1932) was the first in a series of "restatements of the law" published by the American Law Institute (ALI). The ALI is a private organization, formed under the leadership of Elihu Root in 1923, with the object of "improving the law." Its membership consists of judges, practitioners, and professors of law elected in recognition of their leadership and expertise.

The ALI explained the original idea of a "restatement" of the law as follows:

> The vast and ever increasing volume of the decisions of the courts establishing new rules or precedents, and the numerous instances in which the decisions are irreconcilable has resulted in ever increasing uncertainty in the law. The American Law Institute was formed in the belief that in order to clarify and simplify the law and to render it more certain, the first step must be the preparation of an orderly restatement of the common law, including in that term not only the law developed solely by judicial decisions but also the law which has grown from the application by the courts of generally and long adopted statutes....

* This volume includes some consumer protection laws and other statutes with a broad enough significance to be considered in a basic course in contract law, at the instructor's option.

> The function of the courts is to decide the controversies brought before them. The function of the Institute is to state clearly and precisely in the light of the decisions the principles and rules of the common law.
>
> The sections of the Restatement express the result of a careful analysis of the subject and a thorough examination and discussion of pertinent cases—often very numerous and sometimes conflicting. The accuracy of the statements of law made rests on the authority of the Institute. They may be regarded both as the product of expert opinion and as the expression of the law by the legal profession.

Introduction, in RESTATEMENT (FIRST) OF CONTRACTS viii-ix, xi-xii (1932).

Professor Samuel Williston, with the advice of Professor Arthur L. Corbin and other respected lawyers and scholars, mainly wrote the Restatement (First). It was a remarkably successful private effort to clarify the law. The first restatement swiftly became a standard citation in contracts cases decided by the courts of almost all American jurisdictions, as well as a standard resource for law students and practitioners. It was especially successful in jurisdictions with small populations and less diverse economies—jurisdictions whose case law could be scant in many areas of the law. To some extent, moreover, the first restatement probably contributed to a more uniform law of contracts among the different states.

The RESTATEMENT (FIRST), however, did not escape criticism. Dean Charles Clark wrote shortly after its publication:

> Actually the resulting statement is the law nowhere and in its unreality only deludes and misleads. It is either a generality so obvious as immediately to be accepted, or so vague as not to offend, or of such antiquity as to be unchallenged as a statement of past history.
>
> ... There are a large number of purely bromidic sections, such as section 2 ("An agreement is a manifestation of mutual assent by two or more persons to one another.").... No one would wish to dissent from them. They cannot be used in deciding cases; nor are they now useful in initiating students in to contract law, for the present teaching mode is to start with case study, not abstract definition. They may afford convenient citations to a court, but that is all.

Charles E. Clark, *The Restatement of the Law of Contracts*, 42 Yale L.J. 643, 654–55 (1933). Nonetheless, most contracts teachers over the years have used the restatements to organize and focus their students' studies. Most teachers emphasize, however, that the stated rules can be seriously misleading unless used with considerable thought and analysis in the context of a case.

The ALI began work on the RESTATEMENT (SECOND) OF CONTRACTS in 1962 and completed it in 1979. Professor Robert Braucher wrote a large part until he resigned upon being appointed to the Supreme Judicial Court of Massachusetts; Professor E. Allan Farnsworth mainly completed the task. The Director of the ALI explained the relationship of the second to the first restatement as follows:

> The Reporters, their Advisers and the Institute approached the text of the first Restatement with the respect and tenderness that are appropriate in dealing with a classic. As the work proceeded, it uncovered relatively little need for major revision, in the sense of changing the positions taken on important issues, although the Uniform Commercial Code inspired a number of significant additions.... It does not denigrate the 1932 volumes to say that the revisions and additions here presented greatly augment their quality. This is, indeed, very close to a new work.

Foreword, in 1 RESTATEMENT (SECOND) OF CONTRACTS viii (1981).

The RESTATEMENT (SECOND) has received considerable but not uniform acceptance by the courts. A court, therefore, may follow the common law precedents in the relevant jurisdiction or the RESTATEMENT (FIRST) as endorsed by precedent, or it may endorse provisions of the RESTATEMENT (SECOND). In practice, accordingly, a lawyer must consult the law of the jurisdiction on the particular legal issue.

The restatements may be most helpful when there is no clear law on the point or when there is reason to believe that the courts might change the law. In the latter respect, the RESTATEMENT (SECOND) serves as a conventional statement of "the modern view" of the law, even when it differs from the formal law in a particular jurisdiction. It has considerable "persuasive authority." But it is not formally a part of the law that judges have a duty to uphold. The common law, as represented by the authoritative precedents in the relevant jurisdiction, retains that status unless modified by statute or other enacted law.

Uniform Commercial Code

The common law approach has some well-recognized drawbacks in commercial cases, such as those involving sales and financings of sales of goods. First, the common law has difficulty setting forth a comprehensive framework of legal rules to govern commercial transactions. Judges make the common law on a case by case basis; the parties take the initiative to bring cases to courts. In the eighteenth century, for example, Lord Mansfield became Chief Justice of the King's Bench and tried to bring the common law of sales into harmony with reasonable commercial practices. He only partly succeeded because other courts set some important precedents at odds with his. The result was not a coherent law governing commercial transactions.

Second, the common law lacks national uniformity because the courts in each state make it for that state. Consequently, under a common law of commerce, merchants who negotiated a contract for a transaction that involved more than one state might be forced to incur heavy costs to determine which state's law would govern various aspects of the transaction. This would increase the costs of transacting business across state lines with no countervailing gain to the economy. Third, the common law can easily become outdated: A common law judge cannot change it unless a plaintiff brings a suitable case. For these reasons, buyers, sellers, and those who finance commercial transactions would find a common law of commercial transactions more complicated, uncertain, and obsolete than anyone would prefer.

EDITORS' INTRODUCTION

Efforts to promote the certainty and uniformity of laws governing private transactions have a long history in the U.S. In the nineteenth century, David Dudley Field led these efforts by proposing "codes" to be adopted as law by the legislatures of the states. The general failure of his efforts led to formation of the National Conference of Commissioners on Uniform State Laws in 1892. The Conference is an unofficial organization whose membership consists of commissioners appointed by the governor of each state. It has commissioned many model laws for enactment by the states; many of these laws have achieved a high degree of acceptance. The Conference's work became more important as the economy became a more national one.

The Commissioners approved a Uniform Sales Act, drafted by Professor Williston, in 1906. More than thirty states adopted it. However, it failed to treat some important issues, leaving statute and common law in a tense marriage. Moreover, nonconforming amendments in some states undermined the uniformity of its adoption. More important, perhaps, the Uniform Sales Act came under criticism in the 1930s for imposing an arid conceptualism on a fertile commercial practice. Professor Karl Llewelyn, echoing Lord Mansfield, urged that the law of commerce should reflect the practices and processes that commercial men had developed for themselves.

Perhaps the most successful effort by the Commissioners, jointly with the American Law Institute, is the Uniform Commercial Code. Drafting began in 1942 under the leadership of Professor Llewellyn and involving a large number of judges, practitioners, and professors with expertise in commercial law. The Commissioners and the ALI adopted a version of the U.C.C. in 1954, but this version failed to gain acceptance by the New York legislature. They adopted a revised version in 1956 to meet the objections of that crucial state in commercial matters. After its adoption by New York in 1962, the U.C.C. gained general acceptance; Article 2 is now the law in 49 states, with slight variations.

The complete U.C.C. consists of eleven main "Articles" on such topics as sales, leases, bank deposits and collections, funds transfers, letters of credit, and secured transactions. Each Article contains a series of statutory rules, grouped in sections, followed by "Official Comments" for each section. The official comments indicate the relation of a section to prior uniform laws, changes made, and the purposes of the changes. They also give cross references and definitional cross references to other parts of the U.C.C that are relevant to understanding the section in question.

This volume includes selections from Articles 1, 2, 3, and 9, with excerpts from pertinent official comments. In the basic course in contract law, the most important of these articles is Article 2—Sales. It applies to "transactions in goods." U.C.C. § 2–102. Many of the Article 2 provisions displace the common law of contracts for such transactions. The contrast, however, is less stark than it was before the RESTATEMENT (SECOND) appeared. The RESTATEMENT (SECOND) incorporated many of the innovations from Article 2, many of which have been endorsed by judicial decisions. Nonetheless, differences remain due to the common law process and the special characteristics of transactions in goods.

Article 1 is also important because it contains basic provisions affecting the interpretation of Articles 2 *et seq.* Article 1 begins with an unusual statutory command concerning the interpretation of this statute: "The Uniform Commercial Code must be liberally construed and applied to promote its underlying purposes and policies . . . ." U.C.C. § 1–103(a). The underlying purposes and policies of the act are to simplify, clarify, and modernize the law governing commercial transactions; to permit the continued expansion of commercial practices through custom, usage, and agreement of the parties; and to make uniform the law among the various jurisdictions. Id. Article 1 also contains many definitions of terms that appear in subsequent articles. When a statute uses a term and defines it, the term has the meaning given in the statutory definition, not other meanings the words may have in other contexts. Consequently, the Article 1 definitions are crucial to the proper interpretation of Article 2, as are additional definitions in U.C.C. § 2–103 and elsewhere.

Notably, the general approach to interpreting this statute supports the statute's approach to interpreting a contract:

The Uniform Commercial Code rejects both the "lay-dictionary" and the "conveyancer's" reading of a commercial agreement. Instead the meaning of the agreement of the parties is to be determined by the language used by them and by their action, read and interpreted in the light of commercial practices and other surrounding circumstances. The measure and background for interpretation are set by the commercial context, which may explain and supplement even the language of a formal or final writing.

U.C.C. § 1–303, Comment 1. The influence of Lord Mansfield and Professor Llewelyn is apparent.

Upon adoption by a state legislature, the rules stated in the U.C.C. are statutory law. Unlike the restatements, the UCC rules are fully authoritative (unless unconstitutional). That is, the rules in the U.C.C. govern disputes to which they apply and displace inconsistent common law. *See* U.C.C. § 1–103(b).

The official comments have a lesser and more obscure status. The legislature did not enact them and may not have even seen them. The drafters did not update some comments after the relevant rule was changed. Nonetheless, courts often put heavy weight on the comments. They treat the comments somewhat as they treat a legislative history—as evidence of the drafter's intentions. It is difficult to place the comments in any standard legal pigeonhole. In principle, the text of the relevant section, as adopted by the legislature, might seem to be only reference point for legal analysis. In practice, however, courts often put weight even on comments that go beyond or are even in tension with the text.

The U.C.C. is an unusual statute in yet another way. The National Conference of Commissioners on Uniform State Laws maintains a Permanent Editorial Board for the Uniform Commercial Code (the "PEB"). It supervises a continuous process of revision. For example, Article 2A—on leases of goods—was completed in 1987. Articles 1 and 9 have recently been revised. Article 2 is currently undergoing a thorough revision. Extensive excerpts from the cur-

rent draft proposals are included in this book, both because the draft proposals often illustrate alternative solutions to those adopted in the present Articles, and because most of the draft proposals, or close counterparts, will probably be adopted by the time that students presently using this book have graduated.

Here, as elsewhere, the law is a dynamic object of study. Consequently, for a beginning student, learning *how* to use the statute is more important than learning what the statute currently says. In practice, moreover, you will need to consult the statute as enacted in the relevant jurisdiction together with the case law interpreting that statute. The U.C.C. has achieved a high degree of uniformity, but significant imperfections remain.

United Nations Convention on Contracts for the International Sale of Goods

The problems of the common law nationally pale before similar problems internationally. The latter problems have become far more salient with the development of an increasingly global economy. In international transactions, the parties commonly come from different countries, negotiate their deal in a third country, conclude it in a fourth, perform it in yet other countries, and so on. The parties should not expect uniformity in the possibly applicable laws.

In general, the national law of some country will govern an international contract. The law of conflicts and choice of law will determine the applicable law. It may require, for example, that the applicable law be the law of the place where the contract was made or the law of the place where the transaction has its "center of gravity." On the latter view, a judge or arbitrator will consider all the jurisdictions with which the transaction has contacts to find the most closely associated one.

To reduce uncertainty, the parties generally can determine the applicable law by agreement if they wish. They may specify a national law of contracts or, in a recent and as yet untested development, the UNIDROIT Principles of International Commercial Contracts and the Principles of European Contract Law.

Today, the United Nations Convention for the International Sale of Goods (C.I.S.G.), which was concluded in 1980 and entered into force in 1988, may govern an international sale of goods. It applies to "contracts for the sale of goods between parties whose places of business are in different States ... when the States are Contracting States." C.I.S.G., Art. 1. To preserve party autonomy, the parties may exclude its application or vary its provisions by agreement. C.I.S.G., Art. 6.

The C.I.S.G. is a bit like Article 2 of the U.C.C.: It contains a Preamble and 96 articles stating rules of law covering comparable terrain. Instead of official comments or legislative history, however, there is an extensive record of the negotiating history. The C.I.S.G. was developed under the auspices of the United Nations Commission on International Trade Law (UNCITRAL), which was charged by the United Nations General Assembly with harmonizing and unifying the law of international trade. A diplomatic conference, attended by the representatives of sixty-two countries, adopted the final text. The United

States ratified the C.I.S.G. in 1986, following the advice and consent of the U.S. Senate. Consequently, upon its entry into force, the C.I.S.G. became a part of the supreme law of the land in the United States. U.S. Const. Art. 6, cl. 2.

The C.I.S.G. also differs from the U.C.C. because it represents an *international* law for the sale of goods across national boundaries. That is, substantively, it represents an amalgam of different legal traditions, mainly the common law and civil law traditions. The common law tradition originated in England and shapes the law in the United Kingdom, the United States, and the British Commonwealth. The civil law tradition, by contrast, originated in Roman law and now shapes the law on the European continent and in many former European colonies. Most Latin American, Near Eastern, African, and Asian nations, whether or not former colonies, have adopted legal codes based on civil law models.

The provisions of the C.I.S.G. consequently may differ from the counterpart provisions in the U.C.C. When the C.I.S.G. applies and there is a conflict, the C.I.S.G. displaces the U.C.C. and the common law and governs the transaction instead. Thus, for example, U.C.C. § 2–201 requires some contracts for the sale of goods to be in writing to be enforceable. The C.I.S.G., Art. 11, however, dispenses with any such requirement. Consider an oral contract between an American exporter and a foreign importer, to which U.S. law applies. It may have been unenforceable before 1988 due to U.C.C. § 2–201. It is now enforceable due to C.I.S.G., Art. 11.

The C.I.S.G., the Unidroit Principles, and the Principles of European Contract Law are included in this volume for two main reasons. First, some teachers may use its provisions to pose alternatives to the currently prevailing local law. As this Introduction indicates, the prevailing law, represented by the rules stated in this volume, is a snapshot of a moving object. The international alternatives emphasize that our laws could be otherwise. Hence, they invite consideration of the justifications for current laws, proposals for reform, and theories of legal change.

Second, the C.I.S.G. is a part of U.S. contract law, and we live in a rapidly globalizing world. Any lawyer in a general commercial practice today will handle international contracts from time to time. Awareness of the C.I.S.G. in general, and its scope of application in particular, seems a baseline necessity for professional competence in contemporary contract law.

Tables of Comparison Between UCC, UCC Draft Proposed Revisions, C.I.S.G., UNIDROIT Principles, and Restatement (Second) of Contracts

Table 1

U.C.C.	C.I.S.G.	UNIDROIT Principles
General Provisions		
§ 1–101		
§ 1–102(1)	Art. 7(2)	Art. 1.6
§ 1–102(3), (4)	Art. 6	Arts. 1.4, 1.5, 1.7(2)
§ 1–103	Art. 7(2)	
§ 1–104		
§ 1–105	Art. 1	
§ 1–106	Art. 74, Art. 5	
§ 1–107		
§ 1–201		
§ 1–201(25)		Art. 1.9(2)
§ 1–201(26)	Art. 24	Art. 1.9(1), (3)
§ 1–201(27)	Art. 27	
§ 1–201(46)	Art. 13	Art. 1.10
§ 1–203	Art. 7(1)	
§ 1–204		
§ 1–205	Art. 9	Art. 1.8
§ 1–206		
§ 1–207		
§ 1–208		
§ 1–209		
Sales		
§ 2–101		
§ 2–102	Arts. 1, 2, 3, 4	
§ 2–103		
§ 2–104		
§ 2–105		
§ 2–106		
§ 2–106(3)–(4)	Art. 81	
§ 2–106(4)		Arts. 7.3.1, 7.3.5

U.C.C.	C.I.S.G.	UNIDROIT Principles
Sales		
§ 2–107		
§ 2–201	Art. 11	Art. 1.2
§ 2–202	Art. 11	Arts. 1.2, 2.17
§ 2–203		Art. 1.7
§ 2–204	Art. 23	Arts. 2.1, 2.2
§ 2–204(3)		Art. 2.14
§ 2–205	Art. 16(2)	Art. 2.4(2)
§ 2–206		Art. 2.6
§ 2–206(1)(a)		Art. 18(1)
§ 2–206(1)(b)–(c)		Art. 18(3)
§ 2–207	Art. 19	Arts. 2.11, 2.12, 2.22
§ 2–208	Art. 8	Art. 4.3
§ 2–209	Art. 29	Art. 2.18
§ 2–210		
§ 2–301	Arts. 30, 53, 54, 59	
§ 2–302		
§ 2–303		
§ 2–304		
§ 2–305		
§ 2–305(1)	Art. 55	Art. 5.7
§ 2–306		
§ 2–307		Arts. 6.1.2, 6.1.4
§ 2–308	Art. 31	Arts. 1.10, 6.1.6
§ 2–309(1)	Art. 33	Art. 6.1.1
§ 2–310	Arts. 57, 58	
§ 2–311	Arts. 60, 65	
§ 2–312	Arts. 41–43	
§ 2–313		
§ 2–314	Arts. 35, 36, 66	
§ 2–315		
§ 2–316		
§ 2–317		
§ 2–318		
§ 2–319	Art. 32	
§ 2–320	Art. 32	
§ 2–321		
§ 2–322		
§ 2–323		

U.C.C.	C.I.S.G.	UNIDROIT Principles
Sales		
§ 2–324		
§ 2–325		
§ 2–326		
§ 2–327		
§ 2–328	Art. 2(b)	
§ 2–401		
§ 2–402		
§ 2–403		Art. 3.3(2)
§ 2–501		
§ 2–502		
§ 2–503		
§ 2–504		
§ 2–505		
§ 2–506		
§ 2–507		
§ 2–508	Arts. 37, 48	Art. 7.1.4
§ 2–509	Arts. 67, 68, 69	
§ 2–510	Art. 36	
§ 2–511		Art. 6.1.7
§ 2–512		
§ 2–513	Art. 38	
§ 2–514	Art. 34	
§ 2–515		
§ 2–601	Art. 45	
§ 2–602	Arts. 39, 49(2)	
§ 2–603	Arts. 85, 86, 88	
§ 2–604	Art. 87	
§ 2–605		
§ 2–606		
§ 2–607		
§ 2–608		
§ 2–609	Arts. 71–72	Art. 7.3.4
§ 2–610	Arts. 71–72	Art. 7.3.3
§ 2–611	Art. 73	
§ 2–612		
§ 2–613		
§ 2–614		
§ 2–615	Art. 79	Art. 7.1.7

U.C.C.	C.I.S.G.	UNIDROIT Principles
Sales		
§ 2–616		
§ 2–701		
§ 2–702		
§ 2–703	Art. 61	
§ 2–704		
§ 2–705		
§ 2–706		Art. 7.4.5
§ 2–707		
§ 2–708	Arts. 74, 77	Art. 7.4
§ 2–709	Art. 62	Art. 7.2.1
§ 2–710		Art. 7.4.2
§ 2–711		
§ 2–712	Art. 75	Art. 7.4.5
§ 2–713	Art. 74	Art. 7.4.6
§ 2–714	Art. 74	
§ 2–715		Arts. 7.4.2, 7.4.4
§ 2–716	Art. 46(1)–(2)	Arts. 7.2.1, 7.2.2
§ 2–717	Art. 50	
§ 2–718		Arts. 7.4.13, 7.3.6
§ 2–719		
§ 2–720		
§ 2–721		
§ 2–722		
§ 2–723	Art. 76	Art. 7.4.6(2)
§ 2–724		
§ 2–725		

Table 2

U.C.C.	Restatement (Second) of Contracts	UNIDROIT Principles
	§ 1	Art. 1.3
	§§ 7, 85	Arts. 3.12–3.16
	§ 12	Art. 3.1
	§ 17	Art. 3.2
§ 2–204	§§ 19, 22	Art. 2.1
§ 2–204	§ 24	Art. 2.2
	§§ 26–27; cf. § 205	
	§ 27	Art. 2.13
§ 2–204(3)	§§ 33–34, 204	Art. 2.14
	§§ 35, 36(1)(c), 42, 43, 46	Arts. 2.3(2), 2.4(1)
	§§ 36(1)(b), 41	Arts. 2.7–2.8
	§§ 38, 40	Art. Art. 2.5, 2.10
§ 2–207	§§ 39, 59	Art. 2.11(1)
§ 2–206	§§ 50, 53, 54–56, 69	Art. 2.6(1)
§ 2–206	§ 54	Art. 2.6(3)
§ 2–207	§ 61	Art. 2.11(2)
§ 1–201(25)–(26)	§§ 63, 66–70	Arts. 1.9(2)–(3), 2.6(2)
§ 2–206	§§ 63, 66–70	Art. 2.6(2)
	§§ 63, 66–67, 70	Art. 2.9
	§§ 64–65	Art. 1.9(1)
	§ 77	Art. 7.1.6
§ 2–201	Chapter 5 (§§ 110–150)	Art. 1.2
§ 2–209	§§ 148–150	Art. 2.18
	§ 151	Art. 3.4
	§§ 152–154, 201	Art. 3.5
	§ 152(2)	Art. 3.7
	§ 154(c)	Art. 3.6
	§§ 159–164	Art. 3.8
	§ 164	Art. 3.11
	§§ 175–176	Art. 3.9
	§ 177, § 79 (see Comment e)	Art. 3.10
§ 2–208	§§ 202–203	Arts. 4.1–4.4
	§ 202(1)	Art. 5.2(a)
	§§ 202(4)–(5), 222, 223	Art. 5.2(b)
	§ 203(d)	Art. 2.21
§§ 2–203, 1–102(3)	§ 205	Art. 1.7
	§ 203(a)	Art. 4.5
	§ 204	Art. 4.8

TABLE OF COMPARISONS

U.C.C.	Restatement Second of Contracts	UNIDROIT Principles
§ 2–305(1)	§ 204	Art. 5.7
	§ 205	Art. 5.2(c)–(d)
	§ 205	Art. 5.3
	§ 206	Art. 4.6
§ 2–202	§§ 209–210, 212–215	Art. 2.17
	§ 211(1)–(2)	Art. 2.19
	§ 211(3)	Art. 2.20
§ 2–207	§ 216	Art. 2.12
§ 1–205	§§ 219–223	Art. 1.8
	§ 230(2)(a)	Art. 7.1.2
§ 2–309(1)	§§ 233–234	Art. 6.1.1
§ 2–307	§ 233	Art. 6.1.2
§ 2–307	§ 234	Art. 6.1.4
	§ 235(2)	Art. 7.1.1
	§ 238	Art. 7.1.3
§ 2–106(4)	§ 241	Art. 7.3.1
	§ 240	Art. 6.1.3
§ 2–508	§ 241(d)	Art. 7.1.4
	§§ 241(d), 242	Art. 7.1.5
§ 2–610	§ 250	Art. 7.3.3
§ 2–609	§ 251	Art. 7.3.4
	§§ 261, 264	Art. 6.1.17
	§§ 261, 265–266	Arts. 6.2.1–6.2.2
§ 2–615	§§ 261–271	Art. 7.1.7
	§ 266	Art. 3.3(1)
	§§ 267–268	Art. 6.2.3
§ 2–716(1)–(2)	§ 345(b)–(c)	Arts. 7.2.2–7.2.3
	§ 346	Art. 7.4.1
§ 2–708 (2), § 2–715	§ 347	Art. 7.4.2(1)
	§ 350	Arts. 7.4.7–7.4.8
§ 2–715	§ 351	Art. 7.4.4
	§ 352	Art. 7.4.3
§ 2–715	§§ 353, 355	Art. 7.4.2(2)
	§ 356	Art. 7.4.13
§ 2–718(2)	§§ 370–377	Art. 7.3.6
	§ 376	Art. 3.17

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