Supplement to
Sales and Leases: A Problem Solving Approach
Second Edition

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Chapter One

Page 6–10:

Revised Article1 has now been enacted in 49 states (all but Missouri). Georgia recently became the 48th state to repeal Article 6. Revised Article 7 has now been adopted in 48 states (all but Missouri and Vermont).

Page 26:

It is not clear that any states follow the gravamen of the claim test. Even courts in Maryland apparently now use the predominant purpose test. *See Lohman v. Wagner*, 862 A.2d 1042 (Md. Ct. Spec. App. 2004) (applying the predominant purpose test without even mentioning or citing to *Anthony Pools*); *DeGroft v. Lancaster Silo Co.*, 527 A.2d 1316 (Md. Ct. Spec. App. 1987) (applying the predominant purpose test despite citing *Anthony Pools*). *See also Jones v. Cecil Sand and Gavel, Inc.*, 627 A.2d 60, 63 n.1 (Md. Ct. Spec. App. 1993) ("Maryland has established two tests for determining whether a contract is for the sale of services or goods."); *P/T Ltd. II v. Friendly Mobile Manor, Inc.*, 556 A.2d 694 (Md. Ct. Spec. App. 1989) (acknowledging the existence of both tests and concluding it was unnecessary to determine which applies).

Chapter Two

Page 65, Problem 2-9(C):

Assume that Buyer's message stated the price as "53¢/lb.," not 43¢/lb. If the price were 43¢/lb, the transaction would be for less that $500 and the statute of frauds would not apply.

Chapter Five

Page 186:

The chart identifies § 2-403(1) as a provision studied so far that references the standard of good faith. Bear in mind, however, that the phrase "good faith" in that provision is arguably not related to the *duty* of good faith imposed by § 1-304. Instead, good faith in that context is a *condition* to having specified rights. Put another way, the duty of good faith is something one contracting party owes to another contracting party. In contrast, the good faith necessary for a purchaser to acquire good title, even though the transferor had only voidable title, is probably a concept that relates more to the purchaser's conduct vis-á-vis the other person or persons who had the right to void the transaction with the transferor.

Page 187, end of second paragraph:

It is not clear whether parties may, by agreement, make all usage of trade, course of dealing, or course of performance irrelevant to the interpretation or meaning of their agreement. *See Wells Fargo Bank v. Cherryland Mall Ltd. P'ship*, 812 N.W.2d 799, 810 (Mich. Ct. App. 2011) (admitting usage of trade to explain an undefined technical term despite a clause in the parties' agreement stating in capital letters that "no trade practice . . . shall be used to contradict, vary, supplement or modify any term of this guaranty agreement"); U.C.C. § 2-202 cmt. 2 (indicating that usage of trade and course of dealing become an element of the meaning of the words used in the parties' agreement "[u]nless *carefully* negated") (emphasis added). Arguably, trying to negate the relevance of all usage of trade is like trying to disclaim the relevance of a dictionary to interpret the words used. Usage of trade includes the lexicon of a trade or profession.