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Commercial Law Bibliography*

GENERAL

C. Ignacio Suárez Anzorena, Robert Wisner, Jack J. Coe, Jr., Claudia T. Saíomon & Kiera S. Gans, *International Commercial Dispute Resolution*, 40 Int'l Law. 251 (2006).

Thomas S. Atkin & Lloyd M. Rinehart, *The Effect of Negotiation Practices on the Relationship Between Suppliers and Customers*, 22 NEGOTIATION J. 47 (2006).

Richard M. Birch III, Article 44 of the U.N. Sales Convention (CISG): A Possible Divergence in Interpretation by Courts from the Original Intent of the Framers of the Compromise, 4 REGENT J. INT'L L. 1 (2006).

Fabio Bortolotti, Remedies Available to the Seller and Seller's Right to Require Specific Performance (Articles 61, 62 and 28), 25 J.L. & Com. 335 (2005).

Ronald A. Brand, CISG Article 31: When Substantive Law Rules Affect Jurisdictional Results, 25 J.L. & Com. 181 (2005).

Michael G. Bridge, Issues Arising Under Articles 64, 72 and 73 of the United Nations Convention on Contracts for the International Sale of Goods, 25 J.L. & Com. 405 (2005).

Richard R.W. Brooks, Credit Past Due, 106 COLUM. L. REV. 994 (2006).

Tom Brown & Lacey Plache, Paying with Plastic: Maybe Not So Crazy, 73 U. Chi. L. Rev. 63 (2006).

Allison E. Butler, Contracts for the International Sale of Goods in China, 21 Int'l Lit. Q. 1 (2006).

Anselmo Martinez Cañellas, *The Scope of Article 44 CISG*, 25 J.L. & Com. 261 (2005).

Frank J. Cavico, The Covenant of Good Faith and Fair Dealing in the Franchise Business Relationship, 6 Barry L. Rev. 61 (2006).

^{*} Compiled by Michael G. Hillinger, Professor and Associate Dean for Administration and Finance, Southern New England School of Law, North Dartmouth, Massachusetts. This bibliography covers articles published since the last bibliography through the end of 2006.

Felix W.H. Chan, E-Commerce All at Sea: China Welcomes Digital Bills of Lading Under the Electronic Signature Law 2005, 3 Okla. J.L. & Tech. 31 (2006).

David S. Clark, American Participation in the Development of the International Academy of Comparative Law and Its First Two Hague Congresses, 54 Am. J. Comp. L. 1 (2006).

C. Lincoln Combs, Comment, Banking Law and Regulation: Predatory Lending in Arizona, 38 ARIZ. St. L.J. 617 (2006).

Jill A. Conrad, Note, *Preemption Under the Fair Credit Reporting Act*, 25 Ann. Rev. Banking & Fin. L. 579 (2006).

Gilles Cuniberti, *Is the CISG Benefiting Anybody?*, 39 VAND. J. TRANSNAT'L L. 1511 (2006).

JH Dalhuisen, Legal Orders and Their Manifestation: The Operation of the International Commercial and Financial Legal Order and Its Lex Mercatoria, 24 Berkeley J. Int'l L. 129 (2006).

Louis F. Del Duca, Implementation of Contract Formation Statute of Frauds, Parol Evidence, and Battle of Forms CISG Provisions in Civil and Common Law Countries, 25 J.L. & Com. 133 (2005).

Filip De Ly, Sources of International Sales Law: An Eclectic Model, 25 J.L. & Com. 1 (2005).

Laura Dietrich, Note, Massachusetts' New Predatory Lending Law and the Expanding Rift Between Federal and State Lending Protection, 26 B.C. Third World L.J. 169 (2006).

Larry A. DiMatteo & Bruce Louis Rich, A Consent Theory of Unconscionability: An Empirical Study of Law in Action, 33 Fla. St. U. L. Rev. 1067 (2006).

David B. Dixon, Que Lastima Zapata! Bad CISG Ruling on Attorneys' Fees Still Haunts U.S. Courts, 38 U. MIAMI INTER-AM. L. REV. 405 (2006-07).

C. Edward Dobbs, Negotiating Points in Second Lien Financing Transactions, 4 DePaul Bus. & Com. L.J. 189 (2006).

Christopher R. Drahozal, *Is Arbitration Lawless*?, 40 Loy. L.A. L. Rev. 187 (2006).

Sieg Eiselen, Proving the Quantum of Damages, 25 J.L. & Com. 375 (2005).

Johan Erauw, CISG Articles 66-70: The Risk of Loss and Passing It, 25 J.L. & Com. 203 (2005).

Carl Felsenfeld & Genci Bilali, The Check Clearing for the 21st Century Act—A Wrong Turn in the Road to Improvement of the U.S. Payments System, 85 Neb. L. Rev. 52 (2006).

Franco Ferrari, Fundamental Breach of Contract Under the UN Sales Convention—25 Years of Article 25 CISG, 25 J.L. & Com. 489 (2006).

Franco Ferrari, Remarks on the UNCITRAL Digest's Comments on Article 6 CISG, 25 J.L. & Com. 13 (2005).

Silvia Ferreri, Remarks Concerning the Implementation of the CISG by the Courts (The Seller's Performance and Article 35), 25 J.L. & Com. 223 (2005).

Harry M. Flechtner, Buyers' Remedies in General and Buyers' Performance-Oriented Remedies, 25 J.L. & Com. 339 (2005).

Julia Patterson Forrester, Still Mortgaging the American Dream: Predatory Lending, Preemption, and Federally Supported Lenders, 74 U. Cin. L. Rev. 1303 (2006).

James C. Freund, Calling All Deal Lawyers—Try Your Hand at Resolving Disputes, 62 Bus. Law. 37 (2006).

Henry Deeb Gabriel, The Buyer's Performance Under the CISG: Articles 53-60 Trends in the Decisions, 25 J.L. & Com. 273 (2005).

Alejandro M. Garro, The Buyer's "Safety Valve" Under Article 40: What is the Seller Supposed to Know and When?, 25 J.L. & Com. 253 (2005).

Daniel Girsberger, The Time Limits of Article 39 CISG, 25 J.L. & Com. 241 (2005).

Adam M. Giuliano, Nonconformity in the Sale of Goods Between the United States and China: The New Chinese Contract Law, the Uniform Commercial Code, and the Convention on Contracts for the International Sale of Goods, 18 Fla. J. Int'l L. 331 (2006).

Randy D. Gordon, Only One Kick at the Cat: A Contextual Rubric for Evaluating Res Judicata and Collateral Estoppel in International Commercial Arbitration, 18 Fla. J. Int'l L. 549 (2006).

Eduardo Grebler, The Convention on International Sale of Goods and Brazilian Law: Are Differences Irreconcilable?, 25 J.L. & Com. 467 (2005).

Wolfgang Hahnkamper, Acceptance of an Offer in Light of Electronic Communications, 25 J.L. & Com. 147 (2005).

Russell A. Hakes, Stephen L. Sepinuck & Robyn L. Meadows, 2005 Uniform Commercial Code Survey: Introduction, 61 Bus. Law. 1541 (2006).

Sarah Jane Hughes, Stephen T. Middlebrook & Broox W. Peterson, Developments in the Law Concerning Stored Value and Other Prepaid Payment Products, 62 Bus. Law. 229 (2006).

Ashley S. Hugunine, Comment, The Emergence of Lease Financing for Vessels Engaged in Coastwise Trade, 30 Tul. Mar. L.J. 411 (2006).

Anne Janzen, Unforeseen Circumstances and the Balance of Contract: A Comparison of the Approach to Hardship in the UNIDROIT Principles and German Law of Obligations, 22 J. Cont. L. 156 (2006).

Sarah Howard Jenkins, Contracting out of the UCC (Introduction), 40 Loy. L.A. L. Rev. 1 (2006).

Charles L. Knapp, Opting out or Copping out? An Argument for Strict Scrutiny of Individual Contracts, 40 Loy. L.A. L. Rev. 95 (2006).

Rolf Knieper, Celebrating Success by Accession to CISG, 25 J.L. & Com. 477 (2005).

Alexander S. Komarov, Internationality, Uniformity and Observance of Good Faith as Criteria in Interpretation of CISG: Some Remarks on Article 7(1), 25 J.L. & Com. 75 (2005).

Juliet P. Kostritsky, Judicial Incorporation of Trade Usages: A Functional Solution to the Opportunism Problem, 39 Conn. L. Rev. 451 (2006).

Helmut Koziol, Reduction in Damages According to Article 77 CISG, 25 J.L. & Com. 385 (2005).

Boris Kozolchyk & Dale Beck Furnish, *The OAS Model Law on Secured Transactions: A Comparative Analysis*, 12 Sw. J. L. & TRADE Am. 235 (2006).

John Krahmer, Commercial Transactions, Annual Survey of Texas Law, 59 SMU L. Rev. 1013 (2006).

Stefan Kröll, Selected Problems Concerning the CISG's Scope of Application, 25 J.L. & Com. 39 (2005).

Herbert Kronke, The UN Sales Convention, the UNIDROIT Contract Principles and the Way Beyond, 25 J.L. & Com. 451 (2005).

Christina L. Kunz, *The Ethics of Invalid and "Iffy" Contract Clauses*, 40 Loy. L.A. L. Rev. 487 (2006).

Robert M. Lloyd, The "Circle of Assent" Doctrine: An Important Innovation in Contract Law, 7 Transactions: Tenn. J. Bus. L. 237 (2006).

Joseph Lookofsky, Walking the Article 7(2) Tightrope Between CISG and Domestic Law, 25 J.L. & Com. 87 (2005).

Ulrich Magnus, The Remedy of Avoidance of Contract Under CISG—General Remarks and Special Cases, 25 J.L. & Com. 423 (2005).

Richard H.W. Maloy, *The "Priority Statute"—The United States'* "Ace-in-the-Hole", 39 J. Marshall L. Rev. 1205 (2006).

Quentin E. May, Business Law, Survey of Legislation of the 2005 Arkansas General Assembly, 28 U. ARK. LITTLE ROCK L. REV. 321 (2006).

Anthony J. McMahon, Note, Differentiating Between Internal and External Gaps in the U.N. Convention on Contracts for the International Sale of Goods: A Proposed Method for Determining "Governed By" in the Context of Article 7(2), 44 Colum. J. Transnat'l L. 992 (2006).

Fred H. Miller, Writing Your Own Rules: Contracting out of (and into) the Uniform Commercial Code; Intrastate Choice of Law, 40 Loy. L.A. L. Rev. 217 (2006).

Loukas Mistelis, Article 55 CISG: The Unknown Factor, 25 J.L. & Com. 285 (2005).

Gary Monserud, An Essay on Teaching Contracts and Commercial Law for the First Time (Even if You Have Taught These Courses Many Times Before), 82 N.D. L. Rev. 113 (2006).

Juliet M. Moringiello, Contracts, Payments and What to Do with All that Data: Introduction to the 2006 Cyberspace Survey, 62 Bus. Law. 193 (2006).

Juliet M. Moringiello & William L. Reynolds, Survey of Law of Cyberspace: Electronic Contracting Cases 2005-2006, 62 Bus. Law. 195 (2006).

Sally Moss, Why the United Kingdom Has Not Ratified the CISG, 25 J.L. & Com. 483 (2005).

John M. Norwood, A Summary of Statutory and Case Law Associated with Contracting in the Electronic Universe, 4 DEPAUL BUS. & COM. L.J. 415 (2006).

Damien Nyer, Withholding Performance for Breach in International Transactions: An Exercise in Equations, Proportions or Coercion?, 18 PACE INT'L L. REV. 29 (2006).

Curtis Nyquist, Llewellyn's Code as a Reflection of Legal Consciousness, 40 New Eng. L. Rev. 419 (2006).

Alejandro Osuna-González, Buyer's Enabling Steps to Pay the Price: Article 54 of the United Nation's Convention on Contracts for the International Sale of Goods, 25 J.L. & Com. 299 (2005).

Ch. Pamboukis, The Concept and Function of Usages in the United Nations Convention on the International Sale of Goods, 25 J.L. & Com. 107 (2005).

M^a del Pilar Perales Viscasillas, *Modification and Termination of the Contract (Art. 29 CISG)*, 25 J.L. & Com. 167 (2005).

E. Michael Power & Roland L. Trope, The 2006 Survey of Legal Developments in Data Management, Privacy, and Information Security: The Continuing Evolution of Data Governance, 62 Bus. Law. 251 (2006).

Jan Ramberg, To What Extent Do INCOTERMS 2000 Vary Articles 67(2), 68 and 69?, 25 J.L. & Com. 219 (2005).

David Reiss, Subprime Standardization: How Rating Agencies Allow Predatory Lending to Flourish in the Secondary Mortage Market, 33 Fla. St. U. L. Rev. 985 (2006).

Susan Jaffe Roberts, Jeff Carruth, Walter Douglas Stuber & Mark J. Sundahl, *International Secured Transactions and Insolvency*, 40 Int'l Law. 381 (2006).

Sandra M. Rocks & Kate A. Sawyer, *International Commercial Law:* 2005 Developments, 61 Bus. Law. 1633 (2006).

James Steven Rogers, Conflict of Laws for Transactions in Securities Held Through Intermediaries, 39 Cornell Int'l L.J. 285 (2006).

Arnold S. Rosenberg, Better Than Cash? Global Proliferation of Payment Cards and Consumer Protection Policy, 44 COLUM. J. TRANSNAT'L L. 520 (2006).

Stephen E. Sachs, From St. Ives to Cyberspace: The Modern Distortion of the Medieval 'Law Merchant', 21 Am. U. Int'l Rev. 685 (2006).

Djakhongir Saidov, *Damages: The Need for Uniformity*, 25 J.L. & Сом. 393 (2005).

Sandra Saiegh, Avoidance Under the CISG and its Challenges Under International Organizations Commercial Transactions, 25 J.L. & Com. 443 (2005).

Shani Salama, Comment, Pragmatic Responses to Interpretative Impediments: Article 7 of the CISG, an Inter-American Application, 38 U. MIAMI INTER-AM. L. REV. 225 (2006).

William F. Savino & David S. Widenor, Commercial Law, 2004-2005 Survey of New York Law, 56 SYRACUSE L. REV. 569 (2006).

Peter Schlechtriem, Subsequent Performance and Delivery Deadlines—Avoidance of CISG Sales Contracts Due to Non-conformity of the Goods, 18 PACE INT'L L. REV. 83 (2006).

Ingeborg Schwenzer, Avoidance of the Contract in Case of Non-Conforming Goods (Article 49(1)(a) CISG), 25 J.L. & Com. 437 (2005).

Jernej Sekolec, Welcome Address: 25 Years UN Convention on Contracts for the International Sale of Goods, 25 J.L. & Сом. xvii (2005).

Chang-Sop Shin, Declaration of Price Reduction Under the CISG Article 50 Price Reduction Remedy, 25 J.L. & Com. 349 (2005).

John D. Skees, Comment, The Resurrection of Historic Usury Principles for Consumption Loans in a Federal Banking System, 55 CATH. U. L. Rev. 1131 (2006).

Jason Smith, Note, The Interaction of the 35 U.S.C. § 102(B) On-Sale Bar and IP Licensing: Differentiating Licenses from Commercial Sales, 11 J. Tech. L. & Pol'y 313 (2006).

Dana Stringer, Note, Choice of Law and Choice of Forum in Brazilian International Commercial Contracts: Party Autonomy, International Jurisdiction, and the Emerging Third Way, 44 COLUM. J. TRANSNAT'L L. 959 (2006).

Kimberly Summe, Mark White, Judith Lawless, Walter Douglas Stuber, Adriana M. Gödel Stuber, Thomas Jones, Thomas F. Pepevnak & David W. Mann, *International Financial Products and Services*, 40 Int'l Law. 351 (2006).

Mark J. Sundahl, The "Cape Town Approach": A New Method of Making International Law, 44 COLUM. J. TRANSNAT'L L. 339 (2006).

Symeon C. Symeonides, Contracts Subject to Non-State Norms (Section II: Civil Law, Procedure, and Private International Law), 54 Am. J. Comp. L. 209 (2006).

Wataru Tanaka, Extinguishing Security Interests: Secured Claims in Japanese Business Reorganization Law and Some Policy Implications for U.S. Law, 22 EMORY BANKR. DEV. J. 427 (2006).

Alexander von Ziegler, The Right of Suspension and Stoppage in Transit (and Notification Thereof), 25 J.L. & Com. 353 (2005).

Janet Walker, Agreeing to Disagree: Can We Just Have Words? CISG Article 11 and the Model Law Writing Requirement, 25 J.L. & Com. 153 (2005).

Jane K. Winn, Recent Developments in the Emerging Law of Information Security, 38 UCC L.J. 391 (2006).

Jane K. Winn & Brian H. Bix, Diverging Perspectives on Electronic Contracting in the U.S. and EU, 54 CLEV. St. L. Rev. 175 (2006).

Jane K. Winn & Mark Webber, The Impact of EU Unfair Contract Terms Law on U.S. Business-to-Consumer Internet Merchants, 62 Bus. Law. 209 (2006).

Claude Witz, The Place of Performance of the Obligation to Pay the Price Art. 57 CISG, 25 J.L. & Com. 325 (2005).

William J. Woodward, Jr., Constraining Opt-Outs: Shielding Local Law and Those It Protects from Adhesive Choice of Law Clauses, 40 Loy. L.A. L. Rev. 9 (2006).

Jacob Ziegel, The Scope of the Convention: Reaching out to Article One and Beyond, 25 J.L. & Com. 59 (2005).

Reinhard Zimmermann, The UNIDROIT Principles of International Commercial Contracts 2004 in Comparative Perspective, 21 Tul. Eur. & Civ. L.F. 1 (2006).

UCC ARTICLE 1

Neil B. Cohen & Edwin E. Smith, Issues Raised by Nonuniform Enactment of UCC Article 1: Transcript of Proceedings at the 38th Annual Uniform Commercial Code Institute, 38 UCC L.J. 213 (Louis F. Del Duca ed., 2006).

Keith A. Rowley, The Often-Imitated, but Not yet Duplicated, Revised Uniform Commercial Code Article 1, 38 UCC L.J. 195 (2006).

UCC ARTICLE 2

Jean Braucher, Contracting out of Article 2 Using a "License" Label: A Strategy That Should Not Work for Software Products, 40 Loy. L.A. L. Rev. 261 (2006).

Frank J. Cavico, The Covenant of Good Faith and Fair Dealing in the Franchise Business Relationship, 6 Barry L. Rev. 61 (2006).

Adam M. Giuliano, Nonconformity in the Sale of Goods Between the United States and China: The New Chinese Contract Law, the Uniform Commercial Code, and the Convention on Contracts for the International Sale of Goods, 18 Fla. J. Int'l L. 331 (2006).

Sarah Howard Jenkins, Contracting out of Article 2: Minimizing the Obligation of Performance & Liability for Breach, 40 Loy. L.A. L. Rev. 401 (2006).

Colin P. Marks, The Limits of Limiting Liability in Battle of the Forms: U.C.C. Section 2-207 and the "Material Alteration" Inquiry, 33 Pepp. L. Rev. 501 (2006).

Paul Bennett Marrow, Squeezing Subjectivity From the Doctrine of Unconscionability, 53 CLEV. St. L. REV. 187 (2006).

Jennifer S. Martin, An Emerging Worldwide Standard for Protections of Consumers in the Sale of Goods: Did We Miss an Opportunity with Revised UCC Article 2?, 41 Tex. Int'l L.J. 223 (2006).

Joseph P. McGill & Jill Lynn Zyskowski, Enforcement of Shrink-Wrap and Click-Wrap Agreements Under the UCC: Mutual Assent is Pivotal, 26 Mich. Bus. L.J. 17 (2006).

Meredith R. Miller, Revisiting Austin v. Loral: A Study in Economic Duress, Contract Modification and Framing, 2 HASTINGS BUS. L.J. 357 (2006).

Raymond T. Nimmer, An Essay on Article 2's Irrelevance to Licensing Agreements, 40 Loy. L.A. L. Rev. 235 (2006).

John M. Norwood, A Summary of Statutory and Case Law Associated with Contracting in the Electronic Universe, 4 DEPAUL BUS. & COM. L.J. 415 (2006).

Jason Parent, Comment, Every Dog Can Have Its Day: Extending Liability Beyond the Seller by Defining Pets as "Products" Under Products Liability Theory, 12 Animal L. 241 (2006).

Keith A. Rowley, Robyn L. Meadows, Larry T. Garvin & Carolyn L. Dessin, Sales, 62 Bus. Law. 1559 (2007).

Charles M. Thatcher, The Long Awaited Official Overhaul of U.C.C. Section 2-207: An Essay on the Limits of Improvement, 51 S.D. L. Rev. 296 (2006).

Alexander Van Voorhees, Comment, EBay Sellers and Article 2: Selling a Broader Merchant Concept, 56 Case W. Res. L. Rev. 1199 (2006).

Jane K. Winn & Brian H. Bix, Diverging Perspectives on Electronic Contracting in the U.S. and EU, 54 CLEV. St. L. Rev. 175 (2006).

UCC ARTICLE 2A

Barry A. Graynor, Teresa Davidson, Edwin E. Huddleson III & Stephen T. Whelan, *Leases of Goods*, 61 Bus. Law. 1561 (2006).

Irma S. Russell, Got Wheels? Article 2A, Standardized Rental Car Terms, Rational Inaction, and Unilateral Private Ordering, 40 Loy. L.A. L. Rev. 137 (2006).

UCC ARTICLE 3

C. Lincoln Combs, Comment, Banking Law and Regulation: Predatory Lending in Arizona, 38 ARIZ. St. L.J. 617 (2006).

Howard Darmstadter, *Promissory Notes*, 10 SCRIBES J. LEGAL WRITING 145 (2006).

Carl Felsenfeld & Genci Bilali, The Check Clearing for the 21st Century Act—A Wrong Turn in the Road to Improvement of the U.S. Payments System, 85 Neb. L. Rev. 52 (2006).

Julia Patterson Forrester, Still Mortgaging the American Dream: Predatory Lending, Preemption, and Federally Supported Lenders, 74 U. Cin. L. Rev. 1303 (2006).

Alvin C. Harrell, *Price v. Neal Revisited: UCC and FRB Revisions Impact Bank Accounts and Transactions*, 60 Consumer Fin. L.Q. Rep. 309 (2006).

Duncan MacDonald, *The Story of a Famous Promissory Note*, 10 SCRIBES J. LEGAL WRITING 79 (2005-2006).

Quentin E. May, Business Law, Survey of Legislation of the 2005 Arkansas General Assembly, 28 U. ARK. LITTLE ROCK L. REV. 321 (2006).

Kurt Summers, Comment, Remotely-Created Checks: Legislative Reluctance, Reciprocity Requirements, and the Federal Rule that Changes Everything, 38 Tex. Tech L. Rev. 1179 (2006).

Christopher J.S. Termini, Note, Return on Political Investment: The Puzzle of Ex Ante Investment in Articles 3 and 4 of the U.C.C., 92 VA. L. Rev. 1023 (2006).

Paul S. Turner, Contracting out of the UCC: Variation by Agreement Under Articles 3, 4, and 4A, 40 Loy. L.A. L. Rev. 443 (2006).

Stephen C. Veltri, Greg Cavanagh & Paul S. Turner, *Payments: 2005 Developments*, 61 Bus. Law. 1571 (2006).

UCC ARTICLE 4

Carl Felsenfeld & Genci Bilali, The Check Clearing for the 21st Century Act—A Wrong Turn in the Road to Improvement of the U.S. Payments System, 85 Neb. L. Rev. 52 (2006).

Mark Hargrave, Check 21: A Year in the Life, 38 UCC L.J. 233 (2006).

Alvin C. Harrell, *Price v. Neal Revisited: UCC and FRB Revisions Impact Bank Accounts and Transactions*, 60 Consumer Fin. L.Q. Rep. 309 (2006).

Stephanie Heller, An Endangered Species: The Increasing Irrelevance of Article 4 of the UCC in an Electronics-Based Payments System, 40 Loy. L.A. L. Rev. 513 (2006).

John Norwood, Avoiding Liability for Forgeries: The Murky Principles of "Good Faith" and "Ordinary Care," 123 Banking L.J. 771 (2006).

Kurt Summers, Comment, Remotely-Created Checks: Legislative Reluctance, Reciprocity Requirements, and the Federal Rule that Changes Everything, 38 Tex. Tech L. Rev. 1179 (2006).

Christopher J.S. Termini, Note, Return on Political Investment: The Puzzle of Ex Ante Investment in Articles 3 and 4 of the U.C.C., 92 VA. L. Rev. 1023 (2006).

Paul S. Turner, Contracting out of the UCC: Variation by Agreement Under Articles 3, 4, and 4A, 40 Loy. L.A. L. Rev. 443 (2006).

Stephen C. Veltri, Greg Cavanagh & Paul S. Turner, *Payments: 2005 Developments*, 61 Bus. Law. 1571 (2006).

UCC ARTICLE 4A

Arnold S. Rosenberg, Better Than Cash? Global Proliferation of Payment Cards and Consumer Protection Policy, 44 COLUM. J. TRANSNAT'L L. 520 (2006).

Paul S. Turner, Contracting out of the UCC: Variation by Agreement Under Articles 3, 4, and 4A, 40 Loy. L.A. L. Rev. 443 (2006).

Stephen C. Veltri, Greg Cavanagh & Paul S. Turner, *Payments: 2005 Developments*, 61 Bus. Law. 1571 (2006).

UCC ARTICLE 5

James G. Barnes & James E. Byrne, Letters of Credit, 61 Bus. Law. 1591 (2006).

James E. Byrne, Contracting out of Revised UCC Article 5 (Letters of Credit), 40 Loy. L.A. L. Rev. 297 (2006).

Joshua E. Luber, Comment, Letters of Credit and 11 U.S.C. § 502(b)(6): The Full Analysis—Why the Fifth Circuit's Decision in In re Stonebridge Is Only Part of the Answer, 22 Emory Bankr. Dev. J. 679 (2006).

UCC ARTICLE 7

Drew L. Kershen, Article 7: Documents of Title—2005 Developments, 61 Bus. Law. 1599 (2006).

UCC ARTICLE 8

Howard Darmstadter, Investment Securities—Article 8: 2005 Developments, 61 Bus. Law. 1607 (2006).

James Steven Rogers, Conflict of Laws for Transactions in Securities Held Through Intermediaries, 39 Cornell Int'l L.J. 285 (2006).

UCC ARTICLE 9

Bruce A. Campbell, *Ohio Car Buyers, Their Financers, and "Uniformers" Beware: Certificates of Title Control in Ohio*, 60 Consumer Fin. L.Q. Rep. 216 (2006).

C. Edward Dobbs, Negotiating Points in Second Lien Financing Transactions, 4 DEPAUL Bus. & Com. L.J. 189 (2006).

Joshua L. Edwards, Note, Meet the New Test, Same as the Old Test: In re Spearing Tool's Rejection of the Revised Article 9 Rules Means Secured Creditors Will Get Fooled Again, 59 Okla. L. Rev. 657 (2006).

Cynthia Grant, Description of the Collateral Under Revised Article 9, 4 DEPAUL BUS. & COM. L.J. 235 (2006).

Alvin C. Harrell, Can a Buyer and Secured Party Rely on a Certificate of Title?-Part One, 60 Consumer Fin. L.Q. Rep. 224 (2006).

Timothy G. Hayes, Note, Secured Creditors Holding Lien Creditors Hostage: Have a Little Faith in Revised Article 9, 81 Ind. L.J. 733 (2006).

Thomas B. Hudson & Daniel J. Laudicina, *The Emerging Law of Starter Interrupt Devices*, 61 Bus. Law. 843 (2006).

Meredith Jackson, *Contracting out of Article 9*, 40 Loy. L.A. L. Rev. 281 (2006).

Joint Task Force on Deposit Account Control Agreements, ABA Section of Business Law, Report of the Joint Task Force on Deposit Account Control Agreements, 61 Bus. Law. 745 (2006).

James M. Milano, An Overview and Update on Legal and Regulatory Issues in Manufactured Housing Finance, 60 Consumer Fin. L.Q. Rep. 379 (2006).

Fred H. Miller, *Update on Uniform Laws Affecting Consumer Credit*, 60 Consumer Fin. L.Q. Rep. 238 (2006).

Meghan M. Sercombe, Note, Good Technology and Bad Law: How Computerization Threatens Notice Filing Under Revised Article 9, 84 Tex. L. Rev. 1065 (2006).

Edwin E. Smith, The Effect of the Uniform Certificate of Title Act on Secured Transactions, 60 Consumer Fin. L.Q. Rep. 366 (2006).

Edward J. Underhill, What's in a Name? For UCC Filings Under Revised Article 9, Everything, 94 ILL. B.J. 314 (2006).

Steven O. Weise, U.C.C. Article 9: Personal Property Secured Transactions, 61 Bus. Law. 1617 (2006).

Working Group on Transferability of Electronic Financial Assets, a Joint Working Group of the Comm. on Cyberspace Law and the Comm. on the UCC of the ABA Section of Business Law & the Open Group Security Forum, Framework for Control over Electronic Chattel Paper—Compliance with UCC 9-105, 61 Bus. Law. 721 (2006).

Lawrence A. Young & Heather H. McIntyre, Toto Part II . . . We're Still Not in Kansas Anymore—After Discharge, What Can a Secured Creditor Do? (with Apologies to Quentin Tarrantino), 60 Consumer Fin. L.Q. Rep. 272 (2006).

UCITA

(Uniform Computer Information Transactions Act)
Former Proposed UCC Article 2B

Jean Braucher, Contracting out of Article 2 Using a "License" Label: A Strategy that Should Not Work for Software Products, 40 Loy. L.A. L. Rev. 261 (2006).

Raymond T. Nimmer, An Essay on Article 2's Irrelevance to Licensing Agreements, 40 Loy. L.A. L. Rev. 235 (2006).

John M. Norwood, A Summary of Statutory and Case Law Associated with Contracting in the Electronic Universe, 4 DEPAUL BUS. & COM. L.J. 415 (2006).

Kathleen K. Olson, Preserving the Copyright Balance: Statutory and Constitutional Preemption of Contract-Based Claims, 11 COMM. L. & Pol'y 83 (2006).

Matthew D. Stein, Comment, Rethinking UCITA: Lessons From the Open Source Movement, 58 Me. L. Rev. 157 (2006).

Jane K. Winn & Brian H. Bix, Diverging Perspectives on Electronic Contracting in the U.S. and EU, 54 CLEV. St. L. Rev. 175 (2006).

E-SIGN

(ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT)

John M. Norwood, A Summary of Statutory and Case Law Associated with Contracting in the Electronic Universe, 4 DEPAUL BUS. & COM. L.J. 415 (2006).

UETA

(Uniform Electronic Transactions Act)

John M. Norwood, A Summary of Statutory and Case Law Associated with Contracting in the Electronic Universe, 4 DEPAUL BUS. & COM. L.J. 415 (2006).

FDCPA

(FAIR DEBT COLLECTION PRACTICES ACT)

Lauren Goldberg, Note, Dealing in Debt: The High-Stakes World of Debt Collection After FDCPA, 79 S. Cal. L. Rev. 711 (2006).

Elwin Griffith, The Challenge of Communicating with the Consumer and Validating the Debt Under the Fair Debt Collection Practices Act, 55 U. Kan. L. Rev. 61 (2006).

Laurie A. Lucas & Alvin C. Harrell, *The Federal Fair Debt Collection Practices Act: 2006 Review of Appellate Cases*, 61 Bus. Law. 941 (2006).

Abby Michalsky, Note, Are We Communicating? The Fair Debt Collection Practices Act and Attorney Debt Collectors, 52 Wayne L. Rev. 1329 (2006).