



---

## Commercial Law Bibliography

Michael G. Hillinger

Follow this and additional works at: <https://via.library.depaul.edu/bclj>

---

### Recommended Citation

Michael G. Hillinger, *Commercial Law Bibliography*, 4 DePaul Bus. & Com. L.J. 143 (2005)  
Available at: <https://via.library.depaul.edu/bclj/vol4/iss1/6>

This Bibliography is brought to you for free and open access by the College of Law at Digital Commons@DePaul. It has been accepted for inclusion in DePaul Business and Commercial Law Journal by an authorized editor of Digital Commons@DePaul. For more information, please contact [digitalservices@depaul.edu](mailto:digitalservices@depaul.edu).

## Commercial Law Bibliography\*

### GENERAL

Spiros V. Bazinas, *UNCITRAL's Work in the Field of Secured Transactions*, 36 UCC L.J. 67 (2004).

Lisa B. Bingham, *Control over Dispute-System Design and Mandatory Commercial Arbitration*, 67 LAW & CONTEMP. PROBS. 221 (2004).

Michael Joachim Bonell, *From UNIDROIT Principles 1994 to UNIDROIT Principles 2004: a Further Step Towards a Global Contract Law*, 37 UCC L.J. 49 (2004).

Charles N. Brower & Jeremy K. Sharpe, *The Creeping Codification of Transnational Commercial Law: an Arbitrator's Perspective*, 45 VA. J. INT'L L. 199 (2004).

Iwan Davies, *The Reform of English Personal Property Security Law: Functionalism and Article 9 of the Uniform Commercial Code*, 24 J. LEGAL STUD. 295 (2004).

Avinash Dixit, *Two-tier Market Institutions (The Empirical and Theoretical Underpinnings of the Law Merchant)*, 5 CHI. J. INT'L L. 139 (2004).

Charles Jr. Donahue, *Medieval and Early Modern Lex Mercatoria: An Attempt at the Probatio Diabolica (The Empirical and Theoretical Underpinnings of the Law Merchant)*, 5 CHI. J. INT'L L. 21 (2004).

Mark Duedall, *The Perishable Agricultural Commodities Act and Its Effect on Secret Liens (Emerging Trends in Commercial Law: Surviving Tomorrow's Challenges)*, 2 DEPAUL BUS. & COM. L.J. 707 (2004).

Brian Michael Ellerman & J. Robert Linneman, *A Survey of Kentucky Commercial Law*, 31 N. KY. L. REV. 201 (2004).

Richard A. Epstein, *Reflections on the Historical Origins and Economic Structure of the Law Merchant (The Empirical and Theoretical Underpinnings of the Law Merchant)*, 5 CHI. J. INT'L L. 1 (2004).

Celia Wasserstein Fassberg, *Lex Mercatoria - Hoist with its Own Petart? (The Empirical and Theoretical Underpinnings of the Law Merchant)*, 5 CHI. J. INT'L L. 67 (2004).

---

\* Compiled by Michael G. Hillinger, Professor, Southern New England School of Law, North Dartmouth, Massachusetts. This bibliography covers articles published since the last bibliography through the end of 2004.

Franco Ferrari, *International Sales Law and the Inevitability of Forum Shopping: a Comment on Tribunale di Rimini, 26 November 2002*, 23 J.L. & COM. 169 (2004).

George Lee Flint, Jr. & Marie Juliet Alfaro, *Secured Transactions History: the First Chattel Mortgage Acts in the Anglo-American World*, 30 WM. MITCHELL L. REV. 1403 (2004).

George Lee Flint, Jr. & Marie Juliet Alfaro, *Secured Transactions History: the Impact of Southern Staple Agriculture on the First Chattel Mortgage Acts in the Anglo-American World*. 30 OHIO N.U. L. REV. 537 (2004).

Clayton P. Gillette, *The Law Merchant in the Modern Age: Institutional Design and International Usages under the CISG.(United Nations Convention on Contracts for the International Sale of Goods) (The Empirical and Theoretical Underpinnings of the Law Merchant)*, 5 CHI. J. INT'L L. 157 (2004).

Sandeep Gopalan, *New Trends in the Making of International Commercial Law*, 23 J.L. & COM. 117 (2004).

Avner Greif, *Impersonal Exchange Without Impartial Law: the Community Responsibility System (The Empirical and Theoretical Underpinnings of the Law Merchant)*, 5 CHI. J. INT'L L. 109 (2004).

Gillian K. Hadfield, *Delivering Legality on the Internet: Developing Principles for the Private Provision of Commercial Law*, 6 AM. L. & ECON. REV. 154 (2004).

James M. Hosking, *The Third Party Non-Signatory's Ability to Compel International Commercial Arbitration: Doing Justice Without Destroying Consent*. 4 PEPP. DISP. RESOL. L.J. 469 (2004).

Emily Kadens, *Order Within Law, Variety within Custom: The Character of the Medieval Merchant Law*, 5 CHI. J. INT'L L. 39 (2004).

John Krahrmer, *Commercial Transactions (Annual Survey of Texas Law)*, 57 SMU L. REV. 699 (2004).

Eugene Kim, Comment, *Venture Capital Contracting under the Korean Commercial Code: Adopting U.S. Techniques in South Korean Transactions*, 13 PAC. RIM L. & POL'Y J. 439 (2004).

Ole Lando, *A Vision of a Future World Contract Law: Impact of European and UNIDROIT Contract Principles*, 37 UCC L.J. 3 (2004).

William F. Lincoln, *First the Context, Later the Challenge: Commercial Mediators Interface with the Volatile International Sector*, 4 PEPP. DISP. RESOL. L.J. 177 (2004).

Margit Livingston, *Foreword (Emerging Trends in Commercial Law: Surviving Tomorrow's Challenges)*, 2 DEPAUL BUS. & COM. L.J. 619 (2004).

Alejandro Lopez-Velarde & John M. Wilson, *A Practical Point-by-Point Comparison of Secured Transactions Law in the United States and Mexico*, 36 UCC L.J. 3 (2004).

Houston Putnam Lowry, *Recent Developments in International Commercial Arbitration*, 10 ILSA J. INT'L & COMP. L. 335 (2004).

Ronald J. Mann, *Regulating Internet Payment Intermediaries*, 82 TEX. L. REV. 681 (2004).

Roger Myerson, *Justice, Institutions, and Multiple Equilibria (The Empirical and Theoretical Underpinnings of the Law Merchant)*, 5 CHI. J. INT'L L. 91 (2004).

Ray Nimmer, *A Modern Template for Discussion (Symposium: Emerging Trends in Commercial Law: Surviving Tomorrow's Challenges)*, 2 DEPAUL BUS. & COM. L.J. 623 (2004).

Francesco Parisi, *The Harmonization of Legal Warranties in European Sales Law: an Economic Analysis*, 52 AM. J. COMP. L. 403 (2004).

Emory Potter & Mark Duedall, *Evolving Issues in Secret Liens (Emerging Trends in Commercial Law: Surviving Tomorrow's Challenges)*, 2 DEPAUL BUS. & COM. L.J. 713 (2004).

Geoffrey C. Rapp, *Commercial Transactions and Contracts (Annual Survey of Michigan Law)*, 50 WAYNE L. REV. 383 (2004).

Sandra M. Rocks & Kate A. Sawyer, *Survey of International Commercial Law Developments during 2003*, 59 BUS. LAW. 1663 (2004).

James Steven Rogers, *The Basic Principle of Loss Allocation for Unauthorized Checks*, 39 WAKE FOREST L. REV. 453 (2004).

Mark D. Rosen, *Do Codification and Private International Law Leave Room for a New Law Merchant?*, 5 CHI. J. INT'L L. 83 (2004).

William F. Savino & David S. Widenor, *Commercial Law (Annual Survey of New York Law)*, 54 SYRACUSE L. REV. 855 (2004).

David A. Skeel, Jr., *Racial Dimensions of Credit and Bankruptcy (Symposium: Critical Race Theory: The Next Frontier)*, 61 WASH. & LEE L. REV. 1695 (2004).

H. Wesley Sunu, Hilary N. Rowen, Kevin A. Titus, Jonathan Swartz & Katherine Zarate, *Recent Developments in E-Commerce Law*, 39 TORT TRIAL & INS. PRAC. L.J. 281 (2004).

Valerie Watnick, *The Electronic Formation of Contracts and the Common Law "Mailbox Rule,"* 56 BAYLOR L. REV. 175 (2004).

#### UCC ARTICLE 1

Jack M. Graves, *Course of Performance as Evidence of Intent or Waiver: a Meaningful Preference for the Latter and Implications for Newly Broadened Use under Revised U.C.C. Section 1-303,* 52 DRAKE L. REV. 235 (2004).

John Krahmer & Henry Gabriel, *Article 1 and Article 2A: Changes in the Uniform Commercial Code Regarding General Provisions of Sales and Leases (Emerging Trends in Commercial Law: Surviving Tomorrow's Challenges),* 2 DEPAUL BUS. & COM. L.J. 691 (2004).

Keith A. Rowley, *One For All, But None For (All of) One: Revised Article 1 of the Uniform Commercial Code (Part 1),* 12-JUL NEV. LAW. 26 (2004).

Keith A. Rowley, *One For All, But None For (All of) One: Revised Article 1 of the Uniform Commercial Code (Part 2),* 12-AUG NEV. LAW. 28 (2004).

J. Scott Sheehan, *Texas Adopts UCC Article 1 Revisions with State-Specific Changes to Retain the Prior Choice-of-Law Rules,* 58 CONSUMER FIN. L.Q. REP. 174 (2004).

#### UCC ARTICLE 2

Omri Ben-Shahar, *"Agreeing to Disagree": Filling Gaps in Deliberately Incomplete Contracts (Freedom From Contract Symposium),* 2004 WIS. L. REV. 389.

Omri Ben-Shahar, *Foreword (Freedom From Contract Symposium),* 2004 WIS. L. REV. 261.

Roger C. Bern, *"Terms later" Contracting: Bad Economics, Bad Morals, and a Bad Idea for a Uniform Law, Judge Easterbrook notwithstanding,* 12 J.L. & POL'Y 641 (2004).

Brian Bix, *Background Rules, Incompleteness, and Intervention (Freedom From Contract Symposium),* 2004 WIS. L. REV. 379.

Jean Braucher, *Amended Article 2 and the Decision to Trust the Courts: the Case Against Enforcing Delayed Mass Market Terms, Especially for Software,* 2004 WIS. L. REV. 753.

William J. Condon, Jr., Note, *Electronic Assent to Online Contracts: Do Courts Consistently Enforce Clickwrap Agreements?,* 16 REGENT U. L. REV. 433 (2003-2004).

Caroline Edwards, *Article 2 of the Uniform Commercial Code and Consumer Protection: the Refusal to Experiment*, 78 ST. JOHN'S L. REV. 663 (2004).

Melvin A. Eisenberg, *The Revocation of Offers (Freedom From Contract Symposium)*, 2004 WIS. L. REV. 271.

Jeffrey J. Fransen, Casenote, *Dealin' Dirty Water and Ignoring the U.C.C.: Does the South Dakota Supreme Court in Dakota Pork Industries v. City of Huron Allow Municipalities to Escape Liability? (Dakota Pork Industries v. City of Huron, 638 N.W.2d 884, S.D. 2002.)*, 8 GREAT PLAINS NAT. RESOURCES J. 34 (2004).

Stephen E. Friedman, *Text and Circumstance: Warranty Disclaimers in a World of Rolling Contracts*, 46 ARIZ. L. REV. (2004).

Eric Goodman, *Determining the Proper Application of Section 546(c) to a Seller's Right to Reclaim When There is a Prior Secured Creditor: a Two Part Test*, 20 EMORY BANKR. DEV. J. 427 (2004).

Abby J. Hardwick, Note, *Amending the Uniform Commercial Code: How Will a Change in Scope Alter the Concept of Goods?*, 82 WASH. U. L.Q. 275 (2004).

Matt Jamison, Comment, *The On-Sale Bar and the New UCC Article 2: Arguments for Defining a Commercial Offer for Sale Pursuant to the United Nations Convention on Contracts for the International Sale of Goods*, 5 N.C. J. L. & TECH. 351 (2004).

Lee Kissman, Comment, *Revised Article 2 and Mixed Goods/Information Transactions: Implications for Courts*, 44 SANTA CLARA L. REV. 561 (2004).

Charles L. Knapp, *An Offer You Can't Revoke (Freedom From Contract Symposium)*, 2004 WIS. L. REV. 309.

Juliet P. Kostriksky, *Taxonomy for Justifying the Legal Intervention in an Imperfect World: What to do When Parties Have Not Achieved Bargains or Have Drafted Incomplete Contracts (Freedom From Contract Symposium)*, 2004 WIS. L. REV. 323.

Roy Kreitner, *Fear of Contract (Freedom From Contract Symposium)*, 2004 WIS. L. REV. 429.

Stephen J. Lubben, *Beyond True Sales: Securitization and Chapter 11*, 1 N.Y.U. J.L. & BUS. 89 (2004).

Travis W. McCallon, Comment, *Old Habits Die Hard: The Trouble with Ignoring Section 2-306 of the UCC*, 39 TULSA L. REV. 711 (2004).

Robyn L. Meadows, Larry T. Garvin & Carolyn L. Dessin, *Sales (Annual Survey of Commercial Law: The Uniform Commercial Code Survey)*, 59 BUS. LAW. 1557 (2004).

Fred H. Miller & William H. Henning, *Problems and Solutions under UCC Article 2*, 37 UCC L.J. 3 (2004).

Todd D. Rakoff, *Is "Freedom From Contract" necessarily a libertarian freedom? (Freedom From Contract Symposium)*, 2004 WIS. L. REV. 477.

Alan I. Saltman, *Must Profits Made in Transactions Involving Late-Delivered Goods be Deducted from the Injured Party's Breach Damages? If Not, What Impact Should Late-Delivered Goods Have?*, 78 ST. JOHN'S L. REV. 131 (2004).

James J. White, *Contracting under Amended 2-207*, 2004 WIS. L. REV. 723.

#### UCC ARTICLE 2A

Edwin E. Huddleson, III, Barry A. Graynor, Lawrence F., Flick, II & Stephen T. Whelan, *Leases (Annual Survey of Commercial Law: The Uniform Commercial Code Survey)*, 59 BUS. LAW. 1581 (2004).

John Krahmer & Henry Gabriel, *Article 1 and Article 2A: Changes in the Uniform Commercial Code Regarding General Provisions of Sales and Leases (Emerging Trends in Commercial Law: Surviving Tomorrow's Challenges)*, 2 DEPAUL BUS. & COM. L.J. 691 (2004).

#### UCC ARTICLE 3

Stephen C. Veltri, Marina I. Adams, & Paul S. Turner, *Payments (Annual Survey of Commercial Law: The Uniform Commercial Code Survey)*, 59 BUS. LAW. 1591 (2004).

#### UCC ARTICLE 3A

Stephen C. Veltri, Marina I. Adams, & Paul S. Turner, *Payments (Annual Survey of Commercial Law: The Uniform Commercial Code Survey)*, 59 BUS. LAW. 1591 (2004).

#### UCC ARTICLE 4

Donald R. Cassling, *Acts Subsequent To The Time Of Presentment Are Not Relevant Under UCC Section 4-208*, 121 BANKING L.J. 87 (2004).

Donald R. Cassling, *Providing A Federal Tax Form To Demonstrate Compliance With Section 4-406 Of The UCC Is Insufficient To Preclude A Claim For Breach Of Contract*, 121 BANKING L.J. 182 (2004).  
Stephen C. Veltri, Marina I. Adams, & Paul S. Turner, *Payments (Annual Survey of Commercial Law: The Uniform Commercial Code Survey)*, 59 BUS. LAW. 1591 (2004).

#### UCC ARTICLE 4A

George Brandon & Mary Ann Jenkins, *The Limits of Article 4A*, 121 BANKING L.J. 99 (2004).

Donald R. Cassling, *Article 4A Of The UCC Did Not Preempt State Law Claim Imposing Liability If Beneficiary Bank Accepted Transferred Funds In Bad Faith*, 121 BANKING L.J. 185 (2004).

Howard Darmstadter, *Wired: Problems with Electronic Funds Transfer Agreements*, 121 BANKING L.J. 646 (2004).

Stephen C. Veltri, Marina I. Adams, & Paul S. Turner, *Payments (Annual Survey of Commercial Law: The Uniform Commercial Code Survey)*, 59 BUS. LAW. 1591 (2004).

#### UCC ARTICLE 5

James G. Barnes & James E. Byrne, *Letters of Credit: 2003 Cases (Annual Survey of Commercial Law: The Uniform Commercial Code Survey)*, 59 BUS. LAW. 1619 (2003).

#### UCC ARTICLE 6

#### UCC ARTICLE 7

Ralph Anzivino, *A Warehouse's Burden of Proof*, 36 UCC L.J. 89 (2004).

Drew L. Kershen, *Article 7: Documents of Title - 2003 developments (Annual Survey of Commercial Law: The Uniform Commercial Code Survey)*, 59 BUS. LAW. 1629 (2004).

#### UCC ARTICLE 8

Howard Darmstadter, *Article 8 - Investment Securities (Annual Survey of Commercial Law: The Uniform Commercial Code Survey)*, 59 BUS. LAW. 1636 (2004).

Egon Guttman, *Investment Securities as Collateral*, 36 UCC L.J. 3 (2004).



## UCC ARTICLE 9

Douglas G. Baird, *Secured Lending and its Uncertain Future (Threats to Secured Lending and Asset Securitization)*, 25 CARDOZO L. REV. 1789 (2004).

Richard L. Barnes, *UCC Article Nine Revised: Priorities, Preferences, and Liens Effective only in Bankruptcy*, 82 NEB. L. REV. 607 (2004).

Spiros V. Bazinas, *UNCITRAL's Work in the Field of Secured Transactions*, 36 UCC L.J. 67 (2004).

Marty L. Brimmage, Jr., Ian T. Peck & , Mary D. Newman, *Litigating Perfection in an Imperfect World: Aeorcon and Perfected Security Interests in Unregistered Copyrights*, 10 IP LITIGATOR 22 (2004).

David Gray Carlson, *Indemnity, Liability, Insolvency (Threats to Secured Lending and Asset Securitization)*, 25 CARDOZO L. REV. 1951 (2004).

Kenneth J. Clarkson & Ronald S. Melamed, *The Enforceability of Anti-assignment Provisions in LLC Operating Agreements as Impacted by UCC 9-406 and 9-408*, 24 MICH. BUS. L.J. 21 (2004).

Iwan Davies, *The Reform of English Personal Property Security Law: Functionalism and Article 9 of the Uniform Commercial Code*, 24 LEGAL STUD. 295 (2004).

George Lee Flint, Jr. & Marie Juliet Alfaro, *Secured Transactions History: the First Chattel Mortgage Acts in the Anglo-American World*, 30 WM. MITCHELL L. REV. 1403 (2004).

George Lee Flint, Jr. & Marie Juliet Alfaro, *Secured Transactions History: the Impact of Southern Staple Agriculture on the First Chattel Mortgage Acts in the Anglo-American World*. 30 OHIO N.U. L. REV. 537 (2004).

Eric Goodman, *Determining the Proper Application of Section 546(c) to a Seller's Right to Reclaim When There is a Prior Secured Creditor: a Two Part Test*, 20 EMORY BANKR. DEV. J. 427 (2004).

R. Scott Griffin, Note, *A Malpractice Suit Waiting to Happen: the Conflict between Perfecting Security Interests in Patents and Copyrights (a note on Peregrine, Cybernetic, and their Progeny)*, 20 GA. ST. U. L. REV. 765 (2004).

Martha Ruth Hagan, Casenote, *Nef v. AG Services of America, Inc.: Revised Article 9 Brings Uncertainty to Holders of Agricultural Landlord's Liens*, 56 ARK. L. REV. 871 (2004).

Alvin C. Harrell, *Basic Choices in the Law of Auto Finance: Contract Versus Regulation*, 7 CHAP. L. REV. 107 (2004).

Steven L. Harris & Charles W. Mooney, Jr., *The Unfortunate Life and Merciful Death of the Avoidance Powers under Section 103 of the Durbin-Delahunt bill: What Were They Thinking? (Threats to Secured Lending and Asset Securitization)*, 25 CARDOZO L. REV. 1829 (2004).

Ingrid Michelsen Hillinger, Mark Leipold & Margit Livingston, *The Latest Developments in Article 9 (Emerging Trends in Commercial Law: Surviving Tomorrow's Challenges)*, 2 DEPAUL BUS. & COM. L.J. 675 (2004).

Edward J. Janger, *The Death of Secured Lending (Symposium: Threats to Secured Lending and Asset Securitization)*, 25 CARDOZO L. REV. 1759 (2004).

Edward J. Janger, *The Reliance Interest in Insolvency Law: a Response to Harris and Mooney (Threats to Secured Lending and Asset Securitization)*, 25 CARDOZO L. REV. 1895 (2004).

Alejandro Lopez-Velarde & John M. Wilson, *A Practical Point-by-Point Comparison of Secured Transactions Law in the United States and Mexico*, 36 UCC L.J. 3 (2004).

John Lucas, Comment, *The Article 9 Buyer's Seller Rule & the Justification for its Harsh Effects*, 83 OR. L. REV. 289 (2004).

Ronald J. Mann, *The Rise of State Bankruptcy-Directed Legislation (Threats to Secured Lending and Asset Securitization)*, 25 CARDOZO L. REV. 1805 (2004).

Joseph S. Murray, IV, *South Carolina's Public Sale Procedures under the Uniform Commercial Code Revised Article 9 — Secured Transactions (Annual Survey of South Carolina Law)*, 55 S.C. L. REV. 501 (2004).

Xuan-Thao N. Nguyen, *Collateralizing Privacy*, 78 TUL. L. REV. 553 (2004).

Richard H. Nowka, *Minor Errors in "In-lieu-of" Statements Under U.C.C. Section 9-706: Did the Drafters of Revised Article 9 Forget the Safety Net?*, 42 BRANDEIS L.J. 721 (2004).

Thomas E. Plank, *The Security of Securitization and the Future of Security (Symposium: Threats to Secured Lending and Asset Securitization)*, 25 CARDOZO L. REV. 1655 (2004).

Eric J. Pullen, *Revised Article 9 of the Uniform Commercial Code and Agricultural Liens in Texas*, 40 TEX. J. BUS. L. 1 (2004).

Robert K. Rasmussen, *Secured Credit, Control Rights and Options (Threats to Secured Lending and Asset Securitization)*, 25 CARDOZO L. REV. 1935 (2004).

Jennifer Sarnelli, Comment, *Grasping for Air: Revised Article 9 and Intellectual Property in an Electronic World*, 11 UCLA ENT. L. REV. 103 (2004).

Steven L. Schwarcz, *Securitization Post-Enron (Symposium: Threats to Secured Lending and Asset Securitization)*, 25 CARDOZO L. REV. 1539 (2004).

David A. Skeel, Jr., *The Past, Present and Future of Debtor-in-Possession Financing (Threats to Secured Lending and Asset Securitization)*, 25 CARDOZO L. REV. 1905 (2004).

David G. Smith & Scott R. Jones, *Can Medicaid Receivables Secure a Credit Facility?*, 121 BANKING L.J. 842 (2004).

Shmuel Vasser, *The "Evil" Securitization and the American Dream*, 13 J. BANKR. L. & PRAC. 27 (2004).

Steven O. Weise, *Article 9 Developments (Annual Survey of Commercial Law: The Uniform Commercial Code Survey)*, 59 BUS. LAW. 1649 (2004).

Jay Lawrence Westbrook, *The Control of Wealth in Bankruptcy*, 82 TEX. L. REV. 795 (2004).

James J. White, *Chuck and Steve's Peccadillo (Enforcement of Security Interests under Revised UCC Article 9) (Symposium: Threats to Secured Lending and Asset Securitization)*, 25 CARDOZO L. REV. 1743 (2004)

William H. Widen, *Lord of the Liens: Towards Greater Efficiency in Secured Syndicated Lending (Symposium: Threats to Secured Lending and Asset Securitization)*, 25 CARDOZO L. REV. 1577 (2004).

#### UCITA

#### (UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT) FORMER PROPOSED UCC ARTICLE 2B

Roger C. Bern, *"Terms Later" Contracting: Bad Economics, Bad Morals, and a Bad Idea for a Uniform Law, Judge Easterbrook notwithstanding*, 12 J.L. & Pol'y 641 (2004).

Gillian K. Hadfield, *Delivering Legality on the Internet: Developing Principles for the Private Provision of Commercial Law*, 6 AM. L. & ECON. REV. 154 (2004).

Lee Kissman, Comment, *Revised Article 2 and Mixed Goods/Information Transactions: Implications for Courts*, 44 SANTA CLARA L. REV. 561 (2004).

Raymond T. Nimmer, *UCITA and the Continuing Evolution of Digital Licensing Law*, 21-NO. 2 COMPUTER & INTERNET LAW. 10 (2004).

Valerie Watnick, *The Electronic Formation of Contracts and the Common Law "Mailbox Rule,"* 56 BAYLOR L. REV. 175 (2004).

#### E-SIGN

##### (ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT)

Valerie Watnick, *The Electronic Formation of Contracts and the Common Law "Mailbox Rule,"* 56 BAYLOR L. REV. 175 (2004).

#### UETA

##### (UNIFORM ELECTRONIC TRANSACTIONS ACT)

Valerie Watnick, *The Electronic Formation of Contracts and the Common Law "Mailbox Rule,"* 56 BAYLOR L. REV. 175 (2004).

#### FDCPA

##### (FAIR DEBT COLLECTION PRACTICES ACT)

Robert J. Lepri, *The Proposed Fair Debt Collection Practices Act Amendments - a Quick Fix or Meaningful Reform? (Symposium: Debt Collection and Bankruptcy)*, 58 CONSUMER FIN. L.Q. REP. 88 (2004).

Mike Voorhees, *Definitional Issues for Debt Collectors under the FDCPA. (Fair Debt Collection Practices Act) (Symposium: Debt Collection and Bankruptcy)*, 58 CONSUMER FIN. L.Q. REP. 83 (2004).

Mike Voorhees & Sharon Voorhees, *The Fair Debt Collection Practices Act, Communications, and Privacy Issues (Symposium: Privacy, Identity Theft, and the FACT Act)*, 58 CONSUMER FIN. L.Q. REP. 78 (2004).

