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## Introduction to Commercial Transactions by Robert Brauccher and Robert A. Reigert

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## BOOK REVIEW

INTRODUCTION TO COMMERCIAL TRANSACTIONS. By Robert Braucher and Robert A. Riegert. Mineola, New York: The Foundation Press, Inc. 1977. Pp. xxxix, 551. \$14.00.

Reviewed by Ronald Benton Brown\*

Justice Robert Braucher and Professor Robert A. Riegert have produced a concise and relatively complete text which fulfills the promise of its title, *Introduction to Commercial Transactions*. The text covers many state and federal commercial laws with in-depth coverage of the entire Uniform Commercial Code except for Article 8, "Investment Securities."<sup>1</sup> Considering that the book manages to explain all this in only 506 pages of text, while a comparably printed copy of the U.C.C. runs over 800 pages,<sup>2</sup> the brevity of the text is apparent.

This compactness was accomplished, in part, by resisting the temptation to reprint entire sections of the Code and its official comments. As the authors explain: "Our text does not contain all of the information necessary for a full command of the material. Its purpose is to lead the students into the code provisions, not to substitute for them."<sup>3</sup> Accordingly, this text must be read in conjunction with a copy of the U.C.C., preferably one with both the 1966 and 1972 versions presented because the text generally refers to the 1966 Code and then explains the amend-

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1. Note that J. WHITE & R. SUMMERS, *UNIFORM COMMERCIAL CODE* (1972) [hereinafter cited as WHITE & SUMMERS], probably the leading text on the U.C.C., also omits coverage of Article 8.

2. 1972 *UNIFORM COMMERCIAL CODE WITH COMMENTS*, (1972). By comparison, WHITE & SUMMERS, *supra* note 1, is over 800 pages and covers only the Code.

3. R. BRAUCHER & R. RIEGERT, *INTRODUCTION TO COMMERCIAL TRANSACTIONS* 62 (1977) [hereinafter cited as BRAUCHER & RIEGERT].

ments since.<sup>4</sup>

The authors state that the purpose of the text is to “supply background necessary to understand the setting in which commercial transactions take place, and at the same time to introduce the reader to the basic rules of commercial law governing those transactions.”<sup>5</sup> Restated succinctly at a later point, “[t]he object of this book is to give an introductory idea to the legal and business framework in which people buy and sell goods.”<sup>6</sup>

This may make it appear that the authors are guilty of senseless repetition. It is repetition, but it is not senseless. Having set for themselves the goal of explaining the basics of commercial law, the authors seem convinced that some reiteration is necessary, and do so to good effect. They explain, use examples, then re-explain, and thereby usually succeed in clarifying this difficult material. However, the authors do more than merely explain the law. They also explain how commercial law can best be learned. They begin by advising the reader that “one should not attempt to memorize the wording of the sections; instead he should learn how the code is organized and as many of the basic substantive rules as possible.”<sup>7</sup> They later remind the student that “the cited provisions must be read carefully,”<sup>8</sup> because, “only when the principles of the code are mastered can the lawyer quickly and efficiently perform the more detailed research into the code which everyday practice requires.”<sup>9</sup>

The text is designed to follow the suggested method. Each section of the book begins with an overview of the area to be covered. This gives the reader a good feel for the area, its goals and its methodology. Without this, the student could easily become lost in the detail of the section, and miss the entire point. These overviews are well designed to acquaint the reader with the area which the text is about to examine.

Each section also ends with a short “Summary” and these reveal just how much this book is designed to teach, not merely to present, the essence of commercial transactions. The “Summary” which follows the introduction states: “Before leaving Unit I, the student should re-ex-

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4. The 1972 edition cited in note 2, *supra*, includes an Appendix which shows changes made by the 1972 amendments in the former text. It is an ideal supplement to BRAUCHER & RIEGERT.

5. BRAUCHER & RIEGERT, *supra* note 3, at 1.

6. *Id.* at 405.

7. *Id.* at 2.

8. *Id.* at 62.

9. *Id.* at 2.

amine the table of contents. If he finds he is unable to recall the material discussed under any of its headings, he should reread the material."<sup>10</sup> Similarly, the summaries at the end of more advanced chapters reinforce the authors' image as patient teachers reminding their student of what should have been learned. For example, the summary at the close of Chapter III-3 states that "[t]he student should be aware of the changes which the Magnuson-Moss Warranty Act makes in Warranty law. . . . [Furthermore,] he should be able to recall the main lines of the provisions contained in the seven warranty provisions of the Code . . . ."<sup>11</sup>

It seems odd that the authors always refer to the reader as "he." The assumption that all law students are male is not justified in 1977, the date of this book's publication. Perhaps this oversight is not major, but it may serve to offend or alienate some readers of both genders.

The text emphasizes the study of the U.C.C., but it does not fail to include coverage of other relevant law. In addition to the Magnuson-Moss Warranty-Federal Trade Commission Improvement Act<sup>12</sup> mentioned above, the text very briefly examines the scope and effects on commercial transactions of the Federal Trade Commission Act,<sup>13</sup> and the Consumer Product Safety Act.<sup>14</sup> The text also mentions the Perishable Agricultural Commodities Act;<sup>15</sup> the Food, Drug and Cosmetic Act;<sup>16</sup> the Federal Bills of Lading Act;<sup>17</sup> and Truth in Lending.<sup>18</sup> Also included, in order to facilitate the explanation of secured transactions, is an introduction to bankruptcy.

This wide coverage should prove effective in giving the reader a realistic appreciation for the broad scope of commercial law. Too often a student will look only to the U.C.C. to solve a commercial problem. This text makes the point that the U.C.C. may not have the complete answer and that a thorough research job must extend beyond the Code. The student should be reminded, however, that this text neither claims to, nor

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10. *Id.* at 48.

11. *Id.* at 278.

12. Pub. L. No. 93-637, 88 Stat. 2183 (1975) (codified in scattered sections of 15 U.S.C.).

13. Pub. L. No. 93-153, 87 Stat. 576 (1973), *as amended by* Act of Jan. 4, 1975, Pub. L. 93-637, 88 Stat. 2193 (1975); Act of Dec. 12, 1975, Pub. L. No. 94-145, 89 Stat. 801 (1975); Act of May 28, 1976, Pub. L. No. 94-295, 90 Stat. 575 (1976); Act of May 29, 1976, Pub. L. No. 94-299, 90 Stat. 588 (1976) (codified in scattered sections of 15 U.S.C.).

14. 5 U.S.C. §§ 5314, 5315 (1970 & Supp. V 1975); 15 U.S.C. §§ 2051-2081 (Supp. V 1975).

15. 7 U.S.C. §§ 499(f)-(h) (Supp. V 1975.)

16. 21 U.S.C. §§ 301-392 (1970).

17. 49 U.S.C. § 81-124 (1970).

18. 15 U.S.C. §§ 1601-1691(e) (Supp. V 1975).

succeeds in exhaustively cataloging or treating all federal and state commercial law.

The Introduction consists of five chapters. The first is a short chapter which explains the purpose and method of the text. This is followed by an "Overview of the Code" and then by a chapter explaining the historical development of commercial law, including the U.C.C. The history is helpful, but it is lacking in one serious aspect. It fails to introduce the cast of characters involved in the creation of the Code. The compromise nature of the original U.C.C. cannot be understood unless the student first understands the nature and character of the parties to the compromise. Few students have that familiarity with the American Law Institute or the National Conference of Commissioners of Uniform State Laws. This flaw could be easily remedied,<sup>19</sup> by explaining the purpose and philosophy of each organization and how each is financed and staffed. Then this section will be worthwhile reading for every student.

The Introductory Unit also includes a chapter which explains the roles of the Official Comments and Article I in the U.C.C., and a chapter entitled, "Research Aids." The latter explains how to go about doing research in a problem involving an interpretation of the U.C.C. It lists the reference materials which are available and points out some of the advantages and problems inherent in each. The student who is tempted to sell this book after having survived a law school course in the U.C.C. should first reexamine this chapter. It was probably given little attention during the term, when the other sections of the book seemed so valuable, but it may prove the most important part when that student must actually handle a particular commercial problem. This chapter alone may make the text a worthwhile investment for the general practitioner who handles only an occasional commercial case. However, "Research Aids" deals only with U.C.C. related materials. It would not be of any help in starting research in a non-U.C.C. commercial problem such as one involving Truth in Lending. The reader might get some help from the bibliographies which follow some of the chapters, but that is not certain.

After the Introduction is completed, the text proceeds in an order which differs from the organization of the U.C.C. It begins with Commercial Paper (Article 3) and Bank Collections (Article 4), next covers Sales (Article 2), then Bulk Sales (Article 6) and Letters of Credit

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19. See, e.g., W. TWINING, KARL LLEWELLYN AND THE LEGAL REALIST MOVEMENT-272-76 (1973). The explanation found there is more lengthy than is necessary in a text on the U.C.C. It seems that one or two concise paragraphs would be sufficient.

(Article 5), then Documents of Title (Article 7) and ends with Secured Transactions (Article 9). The text is logical as presented, and, moreover, a reader would not suffer from using this text in an order different from the one the authors have chosen. For example, a student could study the Sales part of the text before reading the Commercial Paper unit, an order of presentation many instructors prefer. The authors do place some important terms in italics the first time that term appears in the text to alert the student to the importance of the term. This device will be ineffective if the text is not read in order, however, this loss does not seem too critical.

Rather than trudge through each chapter of the text, the remaining high and low points will be examined, beginning with the low. The major weakness is caused by the brevity of the text and the limited coverage given to some important areas. As an example, the Statute of Limitations in the Sales Article of the U.C.C. is covered in only three paragraphs. This is simply not enough to show the reader that the application of the Statute of Limitations is not nearly as simple as it seems. Does section 2-275 apply to all sales contracts? Does it apply to installment sales contracts and, if so, how? Does it apply to products liability cases?<sup>20</sup> These questions are never posed and consequently never answered.

On the positive side, the text clearly explains how things work in the real world. For example, the description of how checks are collected by banks is particularly informative. This explanation and others are aided by the frequent use of sample forms such as a check, endorsements, and a money order. Also on the positive side, an Index of Forms and an Index of Terms have been provided in addition to the usual Table of Cases, Table of Statutes, and General Index. These make the text more useful to both the student and the attorney as they provide easier access to the desired information. They do not, however, convert this text itself into a research tool because the text does not contain enough footnoting to particular authorities. The novice can use the text to acquire a general background and then, if faced with a problem involving an interpretation of the U.C.C., consult the Research Aids Chapter for the place to begin the actual research. Another strong point of the work is the frequent use of factual examples to demonstrate the principles which have been discussed. Unfortunately some examples merely pose questions without attempting solutions, while others stick so closely to the cited case that

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20. See, e.g., Henszey, "Application of UCC Section 2-725 (Statute of Limitations) to Products Liability Cases—Does It Make Sense", 9 U.C.C.L.J. 379 (1977); also see WHITE & SUMMERS, *supra* note 1, at 339-43.

they fail to illustrate the point in doubt. Generally, however, the examples do succeed in making the point clear.

In conclusion, the authors have set out to write a text which will introduce law students to commercial law, a subject which students regard as overwhelmingly difficult. The student who reads this text should not be overwhelmed if he or she follows the instructions of the authors. The text is readable and understandable. It is short enough so the student will actually complete reading it, and possibly re-read it. It will give the student an understanding of how the law, particularly the U.C.C., works and how to study it.