CORE Provided by Via Sapientiae: The Institutional Repository at DePaul University

DEPAUL UNIVERSITY DePaul Business and Commercial UNIVERSITY LIBRARIES Law Journal

Volume 5 Issue 1 *Fall 2006*

Article 7

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*, 5 DePaul Bus. & Com. L.J. 179 (2006) Available at: https://via.library.depaul.edu/bclj/vol5/iss1/7

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

Commercial Law Bibliography*

General

Wayne R. Barnes, Contemplating a Civil Law Paradigm for a Future International Commercial Code, 65 LA. L. REV. 677 (2005).

Stephen E. Blythe, Hong Kong Electronic Signature Law and Certification Authority Regulations: Promoting E-Commerce in the World's 'Most Wired' City, 7 N.C. J.L. & TECH. 1 (2005).

Galen E. Boerema, Turning Straw into Gold: Federal Securitization of Agricultural Commodities, 83 N.C. L. REV. 691 (2005).

Cindy G. Buys, The Arbitrator's Duty to Respect the Parties' Choice of Law in Commercial Arbitration, 79 ST. JOHN'S L. REV. 59 (2005).

Jeff Carruth, International Secured Transactions and Insolvency, 39 INT'L LAW. 363 (2005).

John C. Coffee, Jr., Comment—Can Lawyers Wear Blinders? Gatekeepers and Third-Party Opinions (The Limits of Lawyering: Legal Opinions in Structured Finance), 84 TEX. L. REV. 59 (2005).

Kathryn S. Cohen, Achieving a Uniform Law Governing International Sales: Conforming the Damage Provisions of the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Commercial Code, 26 U. PA. J. INT'L ECON. L. 601-622 (2005).

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).

Louis F. Del Duca, Introduction (12th Biennial Conference of the International Academy of Commercial and Consumer Law: Globalization, Regionalization and Transplants in Commercial and Consumer Law), 23 PENN ST. INT'L L. REV. 491 (2005).

Nicholas J. Faleris, Cross-Border Securitized Transactions: the Missing Link in Establishing a Viable Chinese Securitization Market, 26 Nw. J. INT'L L. & BUS. 201 (2005).

Dale Beck Furnish, Accommodating Registry Systems for the OAS Model Law on Secured Transactions: Mexico's New Registry Regula-

^{*} 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 2005.

tions and the Integral System of Registry Management (Sistema Integral de Gestion Registral or SIGER), 37 UCC L.J. 3 (2005).

Daniel B. Garrie, *The Legal Status of Software*, 23 J. MARSHALL J. COMPUTER & INFO. L. 711 (2005).

Antonio Gidi, The Class Action Code: a Model for Civil Law Countries (Symposium—International Trade and Commercial Law for the Twenty-First Century), 23 ARIZ. J. INT'L & COMP. L. 37 (2005).

Clayton P. Gillette, Pre-Approved Contracts for Internet Commerce (Transactions, Information and Emerging Law: Institute for Intellectual Property & Information Law Symposium), 42 HOUS. L. REV. 975 (2005).

Mark T. Gillett et al., Developments in Cyberbanking (Survey-Consumer Financial Services LAW), 60 Bus. Law. 757 (2005).

Clayton P. Gillette & Robert E. Scott, *The Political Economy of Inter*national Sales Law, 25 INT'L REV. L. & ECON. 446 (2005).

Hans P. Goebel Caviedes, Current Techniques for Secured Financing of Negotiated Acquisitions in Mexico, Including Analysis of Effective Use of Guarantee Trusts and Pledges Without Possession, 13 U.S.-MEX. L.J. 71 (2005).

John Y. Gotanda, Awarding Damages under the United Nations Convention on the International Sale of Goods: a Matter of Interpretation, 37 GEO. J. INT'L L. 95 (2005).

Laureano F. Gutierrez Falla, Good Faith in Commercial Law and the UNIDROIT Principles of International Commercial Contracts (12th Biennial Conference of the International Academy of Commercial and Consumer Law: Globalization, Regionalization and Transplants in Commercial and Consumer Law), 23 PENN ST. INT'L L. REV. 507 (2005).

Alvin C. Harrell, The 2004 NCCUSL Annual Meeting Draft of the Proposed Uniform Certificate of Title Law, 37 UCC L.J. 83 (2005).

Ewoud Hondius, Precedent in East and West (12th Biennial Conference of the International Academy of Commercial and Consumer Law: Globalization, Regionalization and Transplants in Commercial and Consumer Law), 23 PENN ST. INT'L L. REV. 521 (2005).

Patrick P. Honnebier, The Fully-Computerized International Registry for Security Interests in Aircraft and Aircraft Protocol That Will Become Effective Toward the Beginning of 2006, 70 J. AIR L. & COM. 63 (2005).

Jeff Hynick, May I Borrow Your Mouse? A Note on Electronic Signatures in the United States, Argentina and Brazil, 12 Sw. J.L. & TRADE AM. 159 (2005).

Alan S. Kaplinsky & Mark J. Levin, Consensus or Conflict? Most (But Not All) Courts Enforce Express Class Action Waivers in Consumer Arbitration Agreements. 60 Bus. LAW. 775 (2005).

Donald B. King, The Unknown World Government: Some Very Recent Commercial Law Developments and Gaps (12th Biennial Conference of the International Academy of Commercial and Consumer Law: Globalization, Regionalization and Transplants in Commercial and Consumer Law), 23 PENN ST. INT'L L. REV. 535 (2005).

Ichiro Kobayashi, Private Contracting and Business Models of Electronic Commerce, 13 U. MIAMI BUS. L. REV. 161 (2005).

Boris Kozolchyk, A Roadmap to Economic Development Through Law: Third Parties and Comparative Legal Culture (Symposium—International Trade and Commercial Law for the Twenty-First Century), 23 ARIZ. J. INT'L & COMP. L. 1 (2005).

John Krahmer, Commercial Transactions (Annual Survey of Texas Law), 58 SMU L. REV. 657 (2005).

Jonathan Macey, Comment—The Limits of Legal Analysis: Using Externalities to Explain Legal Opinions in Structured Finance (The Limits of Lawyering: Legal Opinions in Structured Finance), 84 Tex. L. Rev. 75 (2005).

Ronald J. Mann, Making Sense of Payments Policy in the Information Age, 93 GEO. L.J. 633 (2005).

Charles H. Martin, The UNCITRAL Electronic Contracts Convention: Will it be Used or Avoided?, 17 PACE INT'L L. REV. 261 (2005).

Jasen Matyas, Everybody Loves Arbitration: the Second Circuit Sets Pro-Arbitration Precedent in International Commercial Arbitration Cases, 2005 J. DISP. RESOL. 481 (2005) (discussing Phoenix Aktiengesellschaft v. Ecoplas, Inc., 391 F.3d 433 (2d Cir. 2004)).

Francesco G. Mazzotta, Why Do Some American Courts Fail To Get It Right?, 3 LOY. U. CHI. INT'L L. REV. 85 (2005).

Hans-Wolfgang Micklitz, The Concept of Competitive Contract Law (12th Biennial Conference of the International Academy of Commercial and Consumer Law: Globalization, Regionalization and Transplants in Commercial and Consumer Law), 23 PENN ST. INT'L L. REV. 549 (2005).

Juliet M. Moringiello, Signals, Assent and Internet Contracting, 57 RUTGERS L. REV. 1307 (2005).

Juliet M. Moringiello & William L. Reynolds, Internet Contracting Cases 2004-2005, 61 Bus. Law. 433 (2005).

George A. Nation, III, Prepayment Fees in Commercial Promissory Notes: Applicability to Payments Made Because of Acceleration, 72 TENN. L. REV. 613 (2005).

Raymond T. Nimmer, Introduction (Transactions, Information and Emerging Law Institute for Intellectual Property & Information Law Symposium), 42 Hous. L. REV. 941 (2005).

Raymond T. Nimmer & Lorin Brennan, Modernizing Secured Financing Law for International Information Financing: A Conceptual Framework, 6 HOUSTON BUS. & TAX L.J. 1 (2005).

Alexia Norris, When 'Contracting Around' the Law Will Not Work: the Potential Inability to Expressly Prohibit Punitive Damages in Arbitration, 2005 J. DISP. RESOL. 147 (2005).

Rodrigo Novoa, Culpa in Contrahendo: a Comparative Law Study: Chilean Law and the United Nations Convention on Contracts for the International Sale of Goods (CISG), 22 ARIZ. J. INT'L & COMP. L. 583 (2005).

Robert L. Oakley, Fairness in Electronic Contracting: Minimum Standards for Non-Negotiated Contracts (Transactions, Information and Emerging Law: Institute for Intellectual Property & Information Law Symposium), 42 Hous. L. REV. 1041 (2005).

Mario J.A. Oyarzabal, Jurisdiction over International Electronic Contracts: A View on Inter—American, MERCOSUR, and Argentine Rules, 19 TEMP. INT'L & COMP. L.J. 87 (2005).

Georgette Chapman Poindexter, Dequity: the Blurring of Debt and Equity in Securitized Real Estate Financing, 2 BERKELEY BUS. L.J. 233 (2005).

Geoffrey Christopher Rapp, Contracts and Commercial Law (Annual Survey of Michigan Law, 51 WAYNE L. REV. 631 (2005).

Norbert Reich, Transformation of Contract Law and Civil Justice in the New EU Member Countries—The Example of the Baltic States, Hungary and Poland (12th Biennial Conference of the International Academy of Commercial and Consumer Law: Globalization, Regionalization and Transplants in Commercial and Consumer Law), 23 PENN ST. INT'L L. REV. 587 (2005).

Sandra M. Rocks & Kate A. Sawyer, International Commercial Law: 2004 Developments (Survey—Uniform Commercial Code), 60 BUS. LAW. 1745 (2005).

Kenneth J. Rojc & Gregory Eidukas, New Frontiers in Automotive Sale and Finance Products (Survey-Consumer Financial Service Law), 60 BUS. LAW. 663 (2005).

William F. Savino & David S. Widenor, Commercial Law (Annual Survey of New York Law), 55 SYRACUSE L. REV. 761 (2005).

Steven L. Schwarcz, The Limits of Lawyering: Legal Opinions in Structured Finance, 84 TEX. L. REV. 1 (2005).

Steven L. Schwarcz, Reply-We Are All Saying Much the Same Thing: a Rejoinder to the Comments of Professors Coffee, Macey, and Simon (The Limits of Lawyering: Legal Opinions in Structured Finance), 84 Tex. L. Rev. 93 (2005).

Stephen L. Sepinuck et al., *The Uniform Commercial Code Survey: Introduction*, 60 Bus. Law. 1635 (2005).

Benjamin H. Sheppard, Jr. et al., International Commercial Dispute Resolution, 39 INT'L LAW. 235 (2005).

William H. Simon, Comment-Earnings Management as a Professional Responsibility Problem (The Limits of Lawyering: Legal Opinions in Structured Finance), 84 Tex. L. REV. 83 (2005).

Keven C. Stemp, A Comparative Analysis of the 'Battle of the Forms', 15 TRANSNAT'L L. & CONTEMP. PROBS. 243 (2005).

Jay Lawrence Westbrook, Universalism and Choice of Law (12th Biennial Conference of the International Academy of Commercial and Consumer Law: Globalization, Regionalization and Transplants in Commercial and Consumer Law), 23 PENN ST. INT'L L. REV. 625 (2005).

Pablo Zapatero, Modern International Law and the Advent of Special Legal Systems (Symposium—International Trade and Commercial Law for the Twenty-First Century), 23 ARIZ. J. INT'L & COMP. L. 55 (2005).

Jacob Ziegel, The Scope of the Convention [on Contracts for the International Sale of Goods (CISG)]: Reaching Out To Article One and Beyond, 25 J.L. & COM. 59 (2005).

UCC ARTICLE 1

Jack M. Graves, Party Autonomy in Choice of Commercial Law: the Failure of Revised U.C.C. Section 1-301 and a Proposal for Broader Reform, 36 SETON HALL L. REV. 59 (2005).

Sarah Howard Jenkins, Evolving Sales Law: Highlights of the Shifting Landscape of Arkansas Purchasing Law, 57 ARK. L. REV. 835 (2004-2005).

James J. White, Revised Article 1 and the Warranty Provisions of Amended Article 2 (Symposium: Out with the Old, In with the New? Articles 2 and 2A of the Uniform Commercial Code), 3 DEPAUL BUS. & COM. L.J. 519 (2005).

UCC ARTICLE 2

Stephen E. Blythe, Contractual Liability of Suppliers of Defective Software: a Comparison of the Law of the United Kingdom and United States, 26 Nw. J. INT'L L. & BUS. 77 (2005).

Lawrence C. Brown, Article 2 and Revised Article 2, UETA & E-Sign-Contract Formation & Enforcement—What Law Governs a 'Goods' Transaction? (Symposium: Out with the Old, In with the New? Articles 2 and 2A of the Uniform Commercial Code), 3 DEPAUL BUS. & COM. L.J. 539 (2005).

Kathryn S. Cohen, Achieving a Uniform Law Governing International Sales: Conforming the Damage Provisions of the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Commercial Code, 26 U. PA. J. INT'L ECON. L. 601 (2005).

Shawn N. Hopper, Changes in Implied Warranties and its Effect in Michigan, 51 WAYNE L. REV. 1289 (2005).

Sarah Howard Jenkins, Evolving Sales Law: Highlights of the Shifting Landscape of Arkansas Purchasing Law. 57 Ark. L. REV. 835 (2005).

Margit Livingston, Foreword (Symposium: Out with the Old, In with the New? Articles 2 and 2A of the Uniform Commercial Code), 3 DEPAUL BUS. & COM. L.J. 515 (2005).

Robyn L. Meadows, Keith A. Rowley, Larry T. Garvin & Carolyn L. Dessin, *Sales (Survey-Uniform Commercial Code)*, 60 BUS. LAW. 1639 (2005).

Kevin C. Stemp, A Comparative Analysis of the 'Battle of the Forms', 15 TRANSNAT'L L. & CONTEMP. PROBS. 243 (2005).

James J. White, Revised Article 1 and the Warranty Provisions of Amended Article 2 (Symposium: Out with the Old, In with the New?

Articles 2 and 2A of the Uniform Commercial Code), 3 DEPAUL BUS. & COM. L.J. 519 (2005).

UCC ARTICLE 2A

Barry A. Graynor et al., The Uniform Commercial Code Survey: Leases, 60 Bus. LAW. 1659 (2005).

Thomas B. Hudson & Daniel J. Laudicina, 2004 Developments in Motor Vehicle Leasing (Survey - Consumer Financial Services Law), 60 BUS. LAW. 647 (2005).

Daniel J. Koevary, Automobile Leasing and the Vicarious Liability of Lessors, 32 FORDHAM URB. L.J. 655 (2005).

Margit Livingston, Foreword (Symposium: Out with the Old, In with the New? Articles 2 and 2A of the Uniform Commercial Code), 3 DEPAUL BUS. & COM. L.J. 513 (2005).

Raymond T. Nimmer, U.C.C. Article 2A: The New Face of Leasing? (Symposium: Out with the Old, In with the New? Articles 2 and 2A of the Uniform Commercial Code), 3 DEPAUL BUS. & COM. L.J. 539 (2005).

Robert Radasevich & Bonnie Michael, Commercial Equipment Leasing and a Discussion of Amended Article 2 (Symposium: Out with the Old, In with the New? Articles 2 and 2A of the Uniform Commercial Code), 3 DEPAUL BUS. & COM. L.J. 519 (2005).

UCC ARTICLE 2A

Barry A. Graynor et al., *The Uniform Commercial Code Survey: Leases*, 60 BUS. LAW. 1659 (2005).

Thomas B. Hudson & Daniel J. Laudicina, 2004 Developments in Motor Vehicle Leasing (Survey - Consumer Financial Services Law), 60 BUS. LAW. 647 (2005).

Daniel J. Koevary, Automobile Leasing and the Vicarious Liability of Lessors, 32 FORDHAM URB. L.J. 655 (2005).

Margit Livingston, Foreword (Symposium: Out with the Old, In with the New? Articles 2 and 2A of the Uniform Commercial Code), 3 DEPAUL BUS. & COM. L.J. 513 (2005).

Raymond T. Nimmer, U.C.C. Article 2A: The New Face of Leasing? (Symposium: Out with the Old, In with the New? Articles 2 and 2A of the Uniform Commercial Code), 3 DEPAUL BUS. & COM. L.J. 539 (2005).

Robert Radasevich & Bonnie Michael, Commercial Equipment Leasing and a Discussion of Norvergence Related Actions (Symposium: Out with the Old, In with the New? Articles 2 and 2A of the Uniform Commercial Code), 3 DEPAUL BUS. & COM. L.J. 579 (2005).

Kenneth J. Rojc & Gregory Eidukas, New Frontiers in Automotive Sale and Finance Products Survey (Consumer Financial Services Law), 60 Bus. LAW. 663 (2005).

Howard J. Swibel, Article 2A and the Legislative Process (Symposium: Out with the Old, In with the New? Articles 2 and 2A of the Uniform Commercial Code), 3 DEPAUL BUS. & COM. L.J. 599 (2005).

UCC Article 3

Mark E. Budnitz, Consumer Payment Products and Systems: The Need for Uniformity and the Risk of Political Defeat, 24 ANN. REV. BANK-ING & FIN. L. 1135 (2005).

Ronald J. Mann, Making Sense of Payments Policy in the Information Age, 93 GEO. L.J. 633 (2005).

A. Brooke Overby, Check Fraud in the Courts after the Revisions to U.C.C. Articles 3 and 4, 57 ALA. L. REV. 351 (2005).

James Steven Rogers, *The New Old Law of Electronic Money*, 58 SMU L. REV. 1253 (2005).

Stephen C. Veltri et al., Payments: 2004 Developments (Survey-Uniform Commercial Code), 60 BUS. LAW. 1669 (2005).

UCC ARTICLE 3A

Stephen C. Veltri et al., Payments: 2004 Developments (Survey-Uniform Commercial Code), 60 Bus. LAW. 1669 (2005).

UCC ARTICLE 4

Mark E. Budnitz, Consumer Payment Products and Systems: The Need for Uniformity and the Risk of Political Defeat, 24 ANN. REV. BANK-ING & FIN. L. 1135 (2005).

Robert H. Fowlkes, Check Conversion: The Implications of an Innovative Payment System, 56 ALA. L. REV. 1135 (2005).

Ronald J. Mann, Making Sense of Payments Policy in the Information Age, 93 GEO. L.J. 633 (2005).

A. Brooke Overby, Check Fraud in the Courts after the Revisions to U.C.C. Articles 3 and 4, 57 ALA. L. REV. 351 (2005).

James Steven Rogers, The New Old Law of Electronic Money, 58 SMU L. REV. 1253 (2005).

Stephen C. Veltri et al., Payments: 2004 Developments (Survey-Uniform Commercial Code), 60 BUS. LAW. 1669 (2005).

UCC ARTICLE 4A

James Steven Rogers, *The New Old Law of Electronic Money*, 58 SMU L. REV. 1253 (2005).

Stephen C. Veltri et al., Payments: 2004 Developments (Survey-Uniform Commercial Code), 60 BUS. LAW. 1669 (2005).

UCC ARTICLE 5

James G. Barnes & James E. Byrne, Letters of Credit: 2004 Cases (Survey-Uniform Commercial Code), 60 BUS. LAW.1699 (2005).

Richard F. Dole, Jr., Applicant Ad Hoc Waiver of Discrepancies in the Documents Presented under Letters of Credit, 58 SMU L. REV. 1453 (2005).

Margaret L. Moses, Letters of Credit and the Insolvent Applicant: a Recipe for Bad Faith Dishonor, 57 ALA. L. REV. 31 (2005).

UCC ARTICLE 7

Drew L. Kershen, Article 7: Documents of Title—2004 Developments (Survey—Uniform Commercial Code), 60 Bus. LAW. 1709 (2005).

UCC ARTICLE 8

Howard Darmstadter, Investment Securities—Article 8: 2004 Developments (Survey—Uniform Commercial Code), 60 BUS. LAW. 1715 (2005).

UCC ARTICLE 9

Kesavalu M. Bagawandoss, Security Interests in Intellectual Property - Patents, 33 SOUTH. U. L. REV. 93 (2005).

David R. Beran, Financing Statements, Descriptions, Collateral and Confusion: Arkansas Courts Tackle the New Article 9, 57 ARK. L. REV. 951 (2005).

Bryan C. Bosta, Bringing Article 9 Up To Speed: the Need for a National Filing System, 31 U. DAYTON L. REV. 25 (2005).

Robert H. Bowmar, Effect of Transfers to a U.C.C. Article 9 'New Debtor': Special Perfection and Priority Rule, 37 UCC L.J. 53 (2005).

Robert H. Bowmar, Priority Disputes Between Secured Creditors and Lien Creditors; U.C.C. Section 9-317(a)(2): Has it Affected a Secured Party's Status under the Bankruptcy Code or the Federal Tax Lien Act?, 37 UCC L.J. 75 (2005).

Karen B. Gelernt & Lech Kalembka, Pitfalls Under Revised Article 9 of the Uniform Commercial Code, 122 BANKING L.J. 270 (2005).

Willa E. Gibson, Banks Reign Supreme under Revised Article 9 Deposit Account Rules, 30 DEL. J. CORP. L. 819 (2005).

Alvin C. Harrell, The 2004 NCCUSL Annual Meeting Draft of the Proposed Uniform Certificate of Title Law, 37 UCC L.J. 83 (2005).

Heather Lauren Hughes, Creditors' Imagined Communities and the Unfettered Expansion of Secured Lending, 83 DENV. U. L. REV. 425 (2005).

Jonathan C. Lipson, Secrets and Liens: the End of Notice in Commercial Finance Law, 21 EMORY BANKR. DEV. J. 421 (2005).

Lois R. Lupica, The Impact of Revised Article 9, 93 Ky. L.J. 867 (2004-2005).

Ronald J. Mann, *Do Patents Facilitate Financing in the Software Indus*try?, 83 Tex. L. Rev. 961 (2005).

Keith G. Meyer, Current Article 9 Issues and Agricultural Credit, 10 DRAKE J. AGRIC. L. 105 (2005).

Keith G. Meyer, Kansas's Unique Treatment of Agricultural Liens, 53 U. KAN. L. REV. 1141 (2005).

Raymond T. Nimmer & Lorin Brennan, Modernizing Secured Financing Law for International Information Financing: a Conceptual Framework, 6 Hous. Bus. & TAX L.J. 1 (2005).

Kathleen Payne, Drafting Pointers for Success: Under Revised Article 9 of the Uniform Commercial Code, 84 MICH. B.J. 27 (2005).

Georgette Chapman Poindexter, Dequity: the Blurring of Debt and Equity in Securitized Real Estate Financing, 2 BERKELEY BUS. L.J. 233 (2005).

Norman M. Powell, Ongoing Searching and Filing Issues Under Article 9, 37 UCC L.J. 35 (2005).

Steven L. Schwarcz, The Limits of Lawyering: Legal Opinions in Structured Finance, 84 TEX. L. REV. 1 (2005).

George H. Singer & Michael P. Warren, *The ABC's of the New UCC: How to Consign Under Revised Article 9*, 62 BENCH & B. MINN. 28 (2005).

Lars S. Smith, General Intangible or Commercial Tort: Moral Rights and State-Based Intellectual Property as Collateral under U.C.C. Revised Article 9, 22 EMORY BANKR. DEV. J. 95 (2005).

Lynn A. Soukup & Christopher D. Lang, Payment Obligations as Collateral: Obligation to Pay Secured Party and Effect on Defenses and Modification of Assigned Obligations under Article 9, 37 UCC L.J. 35 (2005).

Lynn A. Soukup & Plamen I. Russev, Payment Obligations and Other Property as Collateral: Contractual Restrictions on Assignment Rendered Ineffective by Article 9, 37 UCC L.J. 5 (2005).

Steven O. Weise, U.C.C. Article 9: Personal Property Secured Transactions (Survey—Uniform Commercial Code), 60 BUS. LAW. 1725 (2005).

Timothy R. Zinnecker, Pimzy Whimsy in the Eleventh Circuit: Reflections on In re Alphatech Systems, Inc., 40 GONZ. L. REV. 379 (2005).

Kimberly Easter Zirkle, Not So Perfect: the Disconnect Between Medicare and the Uniform Commercial Code Regarding Health-Care-Insurance Receivables, 9 N.C. BANKING INST. 373 (2005).

UCITA

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

Stephen E. Blythe, Contractual Liability of Suppliers of Defective Software: a Comparison of the Law of the United Kingdom and United States, 26 Nw. J. INT'L L. & BUS. 77 (2005).

Saby Ghoshray, Cyberspace Contracting: Embracing Incomplete Contract Paradigm in the Wake of UCITA Experience, 11 TEX. WESLEYAN L. REV. 609 (2005).

Carlyle C. Ring, Jr., Virginia and Maryland UCITAs Filling a Legislative Void, 8 J. INTERNET L. 24 (2005).

E-SIGN

(Electronic Signatures in Global and National Commerce Act)

Stephen E. Blythe, Digital Signature Law of the United Nations, European Union, United Kingdom and United States: Promotion of Growth in E-Commerce with Enhanced Security, 11 RICH. J.L. & TECH. 6 (2005).

Lawrence C. Brown, UETA & E-Sign-Contract Formation & Enforcement—What Law Governs a 'Goods' Transaction? (Symposium: Out with the Old, In with the New? Articles 2 and 2A of the Uniform Commercial Code), 3 DEPAUL BUS. & COM. L.J. 539 (2005).

Jeff Hynick, May I Borrow Your Mouse? A Note on Electronic Signatures in the United States, Argentina and Brazil, 12 Sw. J.L. & TRADE AM. 159 (2005).

Watchara Neitivanich, Mechanisms for the Protection of Online Consumers: a Comparative Analysis of the U.S. E-Sign Act and Thai E-Transactions Act. 10 ANN. SURV. INT'L & COMP. L. 103 (2004).

UETA

(UNIFORM ELECTRONIC TRANSACTIONS ACT)

Stephen E. Blythe, Digital Signature Law of the United Nations, European Union, United Kingdom and United States: Promotion of Growth in E-Commerce with Enhanced Security, 11 RICH. J.L. & TECH. 6 (2005).

Lawrence C. Brown, UETA & E-Sign-Contract Formation & Enforcement—What Law Governs a 'Goods' Transaction? (Symposium: Out with the Old, In with the New? Articles 2 and 2A of the Uniform Commercial Code), 3 DEPAUL BUS. & COM. L.J. 539 (2005).

FDCPA

(FAIR DEBT COLLECTION PRACTICES ACT)

Elwin Griffith, Identifying Some Trouble Spots in the Fair Debt Collection Practices Act: A Framework for Improvement, 83 NEB. L. REV. 762 (2005).

Laurie A. Lucas & Alvin C. Harrell, *The Federal Fair Debt Collection Practices Act: 2004 Review of Appellate Decisions*, 60 Bus. Law. 813 (2005).