

The Law of Sales

The Law of Sales

A DETAILED EXPLANATION OF
ARTICLE 2 OF THE UNIFORM COMMERCIAL CODE

John P. Huggard, J.D.



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Preface

The simple purchase of personal property can involve several states. For example, a consumer, who lives in Florida, might order a piece of electronic equipment from a manufacturer in Nevada. The manufacturer, in turn, might use a trucking company headquartered in Kentucky to ship the equipment to the buyer. If the truck is involved in an accident in Georgia, resulting in the destruction of the equipment, the laws of four states would be involved. To avoid the resulting legal quagmire that could arise when trying to resolve a multi-state conflict of laws situation, Article 2 (sales) of the Uniform Commercial Code was created to provide a uniform law to transactions involving multi-state personal property sales. This book examines each section of Article 2 (sales) as it applies to the purchase of personal property. Problems (with solutions) and examples are set out to clarify the more difficult provisions of Article 2. This book is intended to provide an understandable guide to this expanding area of law for those lawyers, CPAs, merchants and other persons involved in any aspect of personal property sales.

John Parker Huggard
RALEIGH, NORTH CAROLINA
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Acknowledgment

Writing this book on personal property sales was a multipartite project. My part of the project was the easiest – I gathered basic research material, which resulted in the creation of thousands of pages of nearly indecipherable, disorganized handwritten notes. The most difficult part of this work was completed by my friend and paralegal, Donna Buck, who had the monumental task of organizing my notes into a logical and readable style. In addition to this burden, Donna proofed the manuscript for misspellings, improper grammar, and other errors which abounded. Finally, Donna typed and retyped the manuscript countless times until it was in a presentable form. I want to thank my wife, Jennifer, who never once complained when “the book” took precedence over all else, including her. Countless attorneys, sales managers, CPAs and others throughout North Carolina were kind enough to allow me to constantly bother them whenever I needed to discuss the application of our law of sales to real world situations. To those people mentioned above and those unmentioned supporters, I give my heartfelt thanks.

About the Author

John Huggard is the senior member of the Raleigh, North Carolina law firm of Huggard, Obiol & Blake, P.L.L.C. John was a full-time faculty member for thirty years at North Carolina State University where he taught law and finance courses including courses on the Uniform Commercial Code. He was a member of the University's Academy of Outstanding Teachers and retired as an Alumni Distinguished Professor. John is the author of a book on Article 2A of the Uniform Commercial Code which examines the law of personal property leasing. John received his undergraduate and law degrees from the University of North Carolina at Chapel Hill and his master's degree from Duke University. John joined the U.S. Marine Corps in 1964 and served as a platoon sergeant in Vietnam. He received a direct commission and recently retired from the Navy reserve as a captain in the Judge Advocate General's Corps.

