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THE 1956 REVISION OF THE UNIFORM COMMERCIAL CODE

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Introduction.

SINCE ITS ENACTMENT in Pennsylvania in 1953, effective July 1, 1954, the Uniform Commercial Code has generated a tremendous volume of discussion but no further legislative enactment.¹ To consider criticism and suggestions for improvement, the American Law Institute and the National Conference of Commissioners on Uniform State Laws, the sponsors of the Code, reactivated a joint Editorial Board in 1954. The Board, in turn, appointed a subcommittee for each of the several articles of the Code. Suggestions were made by committees of the Pennsylvania State Chamber of Commerce, the American Bankers Association, and other interested groups. By far the most important review of the Code was the study begun by the New York Law Revision Commission in 1953. In 1955, after the New York Commission had held public hearings on the Code, the Editorial Board published Supplement No. 1, containing proposed changes to meet criticism made in those hearings and elsewhere.² Bills embodying those changes were introduced in the 1955 legislative sessions in Pennsylvania and Massachusetts, but were not enacted.

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1. Unless otherwise indicated, citations to the Uniform Commercial Code herein refer to the Official Draft, Text and Comments Edition, 1952, with changes approved by the Enlarged Editorial Board through December 11, 1953, as enacted in Pennsylvania, PA. STAT. ANN. tit. 12A, (Purdon 1953). For bibliography of the Code, see WYPYSKI, UNIFORM COMMERCIAL CODE—A BIBLIOGRAPHY OF LEGAL ARTICLES AND PUBLICATIONS (1954); 1954 ANN. SURVEY AM. L. 491; 1955 ANN. SURVEY AM. L. 379.

2. Supplement No. 1 to the 1952 Official Draft of Text and Comments of the Uniform Commercial Code (1955). See Symposium, *Amending the Uniform Commercial Code—A Report on Valid Criticisms and Suggested Changes*, 28 TEMP. L. Q. 511 (1955).

Through its subcommittees, the Editorial Board was kept informed of the progress of the New York study. The New York Commission felt that it could not release its conclusions in advance of its formal report to the New York legislature, but it did make available to the sponsors' subcommittees the critical comments of its committees and consultants on which its deliberations were based.³ On the basis of those comments, comments from interested groups, and their own review of the Code, the subcommittees were able, during 1955, to consider the numerous problems raised and to formulate tentative recommendations. The reports of the subcommittees were made available to the New York Commission.

Early in 1956 the New York Law Revision Commission made its Report on its three-year study of the Code.⁴ The sponsors' subcommittees were then ready to review their tentative recommendations and to propose revisions to meet points made by the Commission. This work has gone forward during 1956. The sponsoring organizations have authorized the publication of a revised edition of the Code, subject to ratification, and the Editorial Board in July 1956, held the first of a series of meetings to pass on proposed revisions. In September there was hope that a Supplement No. 2, showing cumulative revisions, could be ready late in 1956 so that a bill embodying a revised Code could be introduced at 1957 legislative sessions.

I.

THE NEW YORK REPORT.

The 1956 Report of the New York Law Revision Commission, dated February 29, 1956, and in mimeographed form, comprises 106 pages of general discussion of the Code. Specific matters are mentioned only as "illustrations indicating the nature of the Code and the kind of problems it raises."⁵ Details were left for appendices consisting of "excerpts from the proceedings of the Commission." The appendices have not been published, apparently because of lack of appropriations. They were to have consisted largely of extracts from the materials previously made available to the sponsors' subcommittees, with notations of the action of the Commission added. Additional

3. See N.Y. LEG. DOC. No. 65, 8-10 (1955).

4. Report of the Law Revision Commission to the Legislature Relating to the Uniform Commercial Code, N.Y. LEG. DOC. No. 65(A) (1956). See also N.Y. LEG. DOC. No. 65 (1954); N.Y. LEG. DOC. No. 65 (1955); Braucher, *The Commission and the Law of Contracts*, 40 CORNELL L. Q. 696, 714-717 (1955). The 1954 and 1955 Reports of the New York Law Revision Commission were unbound at printing, and no page citations were available. Citations to the 1956 Report are to the 106-page mimeographed edition.

5. N.Y. LEG. DOC. No. 65(A), 1 (1956).

comments by the Commission's committees and consultants have also been furnished since the Report was made.

The major conclusions of the Commission are clear enough.⁶ They may be summarized by quoting five statements from the Report:

(1) The "preponderance" of the arguments for or against codification "is in favor of careful and foresighted codification of all or major parts of commercial law."

(2) Such a commercial code "would be of greater value to the public and the legal profession than the enactment, even with revisions, of separate uniform laws."

(3) Such a code "is attainable with a reasonable amount of effort and within a reasonable time."

(4) The Uniform Commercial Code "is not satisfactory in its present form."

(5) The Uniform Commercial Code "cannot be made satisfactory without comprehensive re-examination and revision in the light of all critical comment obtainable."

The balance of the Report, with the basic comments on which the Report is based, supports the natural inference from the quoted conclusions that the Commission thought the Code sound in its basic structure and did not mean to recommend a fresh start. The Report disapproves one of the eight major articles of the Code—Article 5: Letters of Credit—but does not otherwise recommend any fundamental change. The Report also makes specific adverse reference to the drafting or policy of parts of some 67 of the nearly 400 sections of the Code. However, the problems raised are not at all insoluble, and the Report approves a great many of the basic policies and specific provisions of the Code.

One other point needs to be made. One of the grounds of criticism of the Code in some quarters has been that it is alleged to have too "academic" a cast. Supplement No. 1 lists an Editorial Board of fifteen members, including one judge, one law-school dean, one law-school professor and twelve practicing lawyers; the subcommittees were carefully balanced with law professors and practicing specialists; each subcommittee had at least one practitioner from Pennsylvania to obtain the benefit of Pennsylvania's experience. In contrast the New York Commission's nine members include four legislators who are ex-officio members, two law-school deans, and three practicing lawyers; the Commission's 1955 Report lists 17 law-school professors who prepared research materials in the Commission's study of the Code.

6. *Id.* at 105-106.

Practitioners did appear in force at the Commission's public hearings, but one gains the impression from the 1956 Report and the supporting comments that the Commission's recommendations far more often reflect the views of its academic consultants than of its practitioner-witnesses. Moreover, no attempt seems to have been made to inquire into the Pennsylvania experience. The Report notes the enactment of the Code in Pennsylvania, and refers to the saving clause proposed in Supplement No. 1 as "apparently prompted by experience in Pennsylvania following enactment of the Code";⁷ no other reference to Pennsylvania experience appears. And in the supporting comments innumerable hypothetical situations are explored, apparently without any consideration whether the hypotheses have had any practical significance in Pennsylvania.

II.

THE RESPONSE OF THE EDITORIAL BOARD.

Not all of those who have been concerned with the preparation and revision of the Code are completely happy about the Report of the New York Commission. I would have liked a less negative form of statement than that of the quoted statements that the Code is "not satisfactory in its present form" and "cannot be made satisfactory without comprehensive re-examination and revision." But it was inevitable that three years of study would disclose some improvements which could be made and some policy issues on which the Commission would disagree with the Code. Once disclosed, they could scarcely be ignored; the Commission could hardly recommend enactment, at least until the sponsors had had an opportunity to consider the Commission's comments. The whole pattern of reactivation of the Editorial Board and appointment of subcommittees was obviously based on the assumption that there would be problems requiring reconsideration after the New York Commission completed its study.

In any event the Editorial Board took what seemed the obvious course: to examine the comments of the Commission and to prepare revisions to meet those criticisms found to have merit. The "comprehensive re-examination and revision" called for by the Report had in fact been under way for two years in the sponsors' subcommittees when the Report was issued; what remained was the preparation of final drafts and their review by the Editorial Board and the sponsoring organizations.

7. *Id.* at 35.

The Editorial Board held its first meeting after the publication of the New York Report on July 9-11, 1956. At that meeting the Board first took up problems affecting more than one article of the Code and then proceeded to consider final reports by the subcommittees on Article 3: Commercial Paper, and Article 4: Bank Deposits and Collections. Further meetings to consider the reports of other subcommittees were projected for September and October 1956. The remainder of this paper outlines the major problems considered and to be considered as they stood in September 1956.

Article 1: General Provisions.

The New York Report expressed dissatisfaction with the provisions of section 1-102 defining the extent to which rules laid down in the Code can be varied by agreement and expressly inviting reference to the official comments in the construction and application of the Code. The Report also expressed dissatisfaction with the conflict of laws provisions of section 1-105, and with five of the forty-five definitions in section 1-201. All of these points had been the subject of controversy at earlier stages of the Code's development. It was almost inevitable that they should be reconsidered in any "new look."

The matter of "contracting out" of the Code provisions has been a major stumbling-block for a long time. Until 1950 the Code included a provision that the rules of the Code which were not qualified by such words as "unless otherwise agreed" could not be modified by agreement.⁸ That provision was criticized by a committee of the American Bar Association, and was replaced in later drafts by a provision permitting contrary agreement except as to (a) definitions and formal requirements, (b) rights of third parties, and (c) obligations "such as" good faith and reasonable care. Supplement No. 1 revised this provision to place more emphasis on freedom of contract and to delete the unspecified limitation embodied in the words "such as." The New York Commission disapproved all the exceptions. In July 1956 the Editorial Board acquiesced with one exception: the Board voted to retain a prohibition of disclaimers of "the obligations of good faith, diligence, reasonableness and care."

The use of the official comments also has a history of controversy. On numerous occasions it has been suggested that particular comments conflicted with the text or added to it, and the Code text finally included a provision that "if text and comment conflict, text controls." Also changes in text and comments led to an attempt to simplify

8. UNIFORM COMMERCIAL CODE § 1-107 (Spring 1950 ed.); see Malcolm, *The Proposed Commercial Code*, 6 BUS. LAWYER 113, 130-131, 179-180 (1951).

research by a provision, obviously precatory, that "prior drafts of text and comments may not be used to ascertain legislative intent." The Commission recognized that the official comments are a legitimate extrinsic aid to interpretation, but pointed out that other materials such as legislative reports are equally legitimate, and expressed the view that "the direct invitation to consult the comments . . . is unnecessary and could lead to unprecedented use of the comments to expand and qualify the text." The Editorial Board has acquiesced in the deletion of the provisions with respect to comments. That decision was almost inevitable, since revisions have made many of the comments obsolete and new ones have not yet been prepared. Moreover, changes from the 1953 Pennsylvania text are clearly legitimate legislative history.

The conflict of laws provisions of section 1-105 have aroused almost universal opposition among teachers of conflict of laws.⁹ As the New York Commission points out that section is a major innovation, attempting to make the Code applicable to an entire transaction whenever it has any one of several described points of contact with the enacting state. The Commission recommended that the section be deleted, leaving questions of conflict of laws to decisional rules, except where particular articles lay down different rules. The Editorial Board rejected the proposal to delete, but delegated to the Article 1 Subcommittee the drafting of a provision which would authorize the parties to agree on the applicable law while meeting the main objections of the Commission.

The criticized definitions relate to "buyer in ordinary course," "good faith," "notice," "security interest," and "value." The criticisms relate primarily to the integration of the various provisions using the defined terms, and raise difficult problems of draftsmanship. The Editorial Board has tentatively approved lines of solution which are believed to accord with the views of the Commission on policy, but the details are still under study by the subcommittees.

Article 2: Sales.

The major innovation in Article 2 is the statement of specific rules, not dependent on "title" or "property," to govern such problems as risk of loss and remedies. The New York Commission accepted this basic innovation, together with the inclusion of some rules of general contract law not dealt with in the Uniform Sales Act; the

9. See, e.g., Rheinstein, *Conflict of Laws in the Uniform Commercial Code*, 16 LAW & CONTEMP. PROB. 114 (1951). But see Goodrich, *Conflicts Niceties and Commercial Necessities*, 1952 WIS. L. REV. 199.

distinction drawn in some sections between "merchants" and others; the relaxation of the Statute of Frauds; and the liberalization of remedies. With respect to these matters, however, the Commission has raised numerous questions and made numerous suggestions for clarification and revision in detail. The Subcommittee on Article 2 has recommended changes in 54 of the 104 sections to meet points made by the Commission.

The principal issues of policy raised by the Report relate to (1) the Statute of Frauds, (2) rejection for immaterial breach, and (3) the right to adequate assurance of performance. The Commission questioned the omission from section 2-201(1) of a requirement "that the memorandum include some statement indicating the character of the goods." The Editorial Board has accepted the recommendation of its subcommittee on Article 2 that no such requirement be added. The traditional requirement is that the memorandum be complete and accurate; this is a safeguard against false claims of breach of warranty. The decision to relax that requirement was a deliberate one, approved by the Commission. The subcommittee felt that a requirement of a general description would not ordinarily be useful, and would unnecessarily invalidate some contracts even though the commercial setting made clear the exact type of goods contemplated.

Section 2-601 provides that the buyer may reject goods which fail "in any respect" to conform to the contract. Taking note of the mitigating effects of section 2-508 on cure, section 2-605 on waiver, and section 2-612 on installment contracts, the Commission recommended that the right of rejection be limited to "material" breach, and suggested a definition of materiality. The subcommittee has recommended against the change on the same grounds which have resulted in its rejection on prior occasions: first, that the buyer should not be required to guess at his peril whether a breach is material; second, that proof of materiality would sometimes require disclosure of the buyer's private affairs such as secret formulas or processes.¹⁰

Section 2-609 imposes on buyers and sellers an obligation that the other party's expectation of receiving due performance will not be impaired. "When reasonable grounds for insecurity arise," the aggrieved party may demand "adequate assurance of due performance"; may "if commercially reasonable" suspend performance; and after thirty days may treat failure to provide the assurance as a repudiation. The Commission noted that specific cases of reasonable grounds of

10. See Malcolm, *The Proposed Commercial Code*, 6 BUS. LAWYER 113, 194-195 (1951) (same suggestion made by Braucher); Honnold, *The Buyer's Right of Rejection*, 97 U. PA. L. REV. 457, 479-480 (1949). Professor Honnold is the Commission's principal consultant on Article 2.

insecurity are defined in section 2-210 on delegation of performance, and section 2-611 on retraction of repudiation, but urged that the provision should be limited to "clear and concrete cases stated in the statute." The Article 2 Subcommittee has recommended against the change, pointing out that the section follows the Restatement of Contracts in generalizing from specific provisions of the Uniform Sales Act, and argued that adequate guides to its application are found in the prior law referred to in the official comment.¹¹

Article 3: Commercial Paper.

Article 3 is a revision of the Negotiable Instruments Law. As the New York Commission noted, it makes fewer broad changes in the law than does Article 2. The principal basic change is the exclusion of bearer bonds, dealt with in Article 8 as investment securities; that change is approved in the New York Report as a "significant improvement in the law" and "sound in principle."¹² The Commission also approved the deletion in Supplement No. 1 of the requirement that a holder in due course take in good faith "including observance of reasonable commercial standards of any business in which the holder may be engaged";¹³ the quoted words had been a source of bitter controversy.

The Editorial Board in July, acting on a subcommittee report largely based on the New York Report, approved changes in 38 of the Article's 83 sections; but few of the changes involve important questions of policy. Perhaps most important is revision of the provisions on restrictive indorsements, which involves complex and technical inter-relation of eight sections.¹⁴ The revision requires subsequent parties to pay or apply value given consistently with any indorsement "for deposit" or the like, but makes exceptions for intermediary or payor banks other than a bank of deposit. The revised provisions have not been approved by the Commission, but are believed to meet its criticisms.

Article 4: Bank Deposits and Collections.

The Commission notes that Article 4 contains two sets of provisions, one regulating the collection process and the other dealing with relations between bank and depositor. The New York Commission

11. See RESTATEMENT, CONTRACTS § 323 (1932); UNIFORM SALES ACT §§ 53, 54 (1) (b), 55, 63(2).

12. N.Y. LEG. DOC. No. 65(A), 71 (1956).

13. *Id.* at 26; UNIFORM COMMERCIAL CODE § 3-302(1) (b).

14. UNIFORM COMMERCIAL CODE §§ 3-102, 3-205, 3-206, 3-304, 3-419, 3-603, 4-203, 4-205.

states, as to the first set, that proposals by the Editorial Board's subcommittees to clarify and amplify the present text "indicate that a clear and adequate statement of the rules governing bank collections, improving present law in several ways, can be constructed by revision of the present text of Article 4." As to the second set, the Commission questions whether the objective of uniformity justifies the changes some sections would make in New York law; it notes ambiguities in other sections. The Article 4 Subcommittee made a report on the detailed criticisms referred to, and the Editorial Board has approved changes in 18 of the 23 sections. It is believed that the main criticisms have been met.

The major issue on which the Editorial Board did not follow the Commission's view relates to the customer's right to stop payment of his check. Sections 4-103(1) and 4-403 represent the sponsors' considered adoption of the rule that a bank cannot by agreement disclaim its responsibility for failure to exercise ordinary care to obey a stop-payment order.¹⁵ Adoption of that rule resolves a conflict of judicial decision in accordance with the law in many states, but contrary to New York law.¹⁶ The Commission asserted that under New York law the liability of a bank which has paid despite a stop-payment order is liability on a debt rather than liability for failure of ordinary care, and that therefore the Code provision that a disclaimer of care is ineffective would not apply; moreover, the Commission apparently preferred not to change the New York rule. The Article 4 Subcommittee and the Editorial Board disagreed both as to policy and as to the proper interpretation of the Code.

Article 5: Documentary Letters of Credit.

The Commission "questions the policy of some provisions of Article 5 and finds serious defects of omission and ambiguity in others." More important is its doubt "whether any codification of the law of documentary letters of credit is needed." "As the present New York law on the subject is on the whole satisfactory," it does not believe the need has been shown to be "so great as to override considerations of flexibility and of present and future international uniformity."

This general conclusion has been criticized elsewhere as resting on erroneous assumptions that national and international law and

15. See *Id.* § 4-403, Comment 8.

16. *Thomas v. First Nat. Bank*, 376 Pa. 181, 101 A.2d 910 (1954); see Morrison & Sneed, *Bank Collections: The Stop-Payment Transaction—A Comparative Study*, 32 TEXAS L. REV. 259, 300-304 (1954). *Contra*, *Gaita v. Windsor Bank*, 251 N.Y. 152, 167 N.E. 203 (1929).

practice are clear and uniform and that domestic use of letters of credit is unimportant.¹⁷ However that may be, it seems clear that outside New York there is not enough case law to provide a basis for judgment whether the law is "on the whole satisfactory," and that codification could encourage sound use of the letter-of-credit device in domestic commerce outside New York. It therefore seems likely that the Editorial Board will try to meet the specific criticisms of the New York Commission without adopting the general conclusion that codification is undesirable.

Article 6: Bulk Transfers.

"The Commission's criticisms of Article 6 are limited to some questions of phraseology. It believes that the Article is properly included in a uniform commercial code and would improve the law." The Article 6 Subcommittee has recommended revisions in four of the eleven sections.

Article 7: Documents of Title.

The New York Commission disagreed with the objection raised on behalf of one part of the warehousing industry, that warehouse receipts should be governed by a separate uniform act, independent of the Code. On its own motion, however, it suggested that separate provisions for bills of lading, duplicating the provisions for warehouse receipts, might facilitate the enactment of a conforming federal statute for interstate bills of lading. The Editorial Board rejected this suggestion in July on the ground that the possible advantages did not justify the inconvenience of renumbering numerous sections which have been in force for two years in Pennsylvania.

The Commission commented specifically on "a significant change in the concept of 'due negotiation' and some important new exceptions to the doctrine of *caveat emptor*."¹⁸ "Apart from these innovations," it said, "Article 7 makes relatively few basic changes in basic law." As to "due negotiation," the change "seems desirable," but clearer statement is needed. As to the doctrine of *caveat emptor*, the Commission disapproved provisions giving a warehouseman or carrier a lien on goods deposited or shipped by a thief, unless limited to cases where the bailee is subject to public service rules requiring it to accept the goods. At this writing it seems likely that the Article 7 Subcommittee will recommend adoption of the Commission's views on

17. See Mentschikoff, *Letters of Credit: The Need for Uniform Legislation*, 23 U. CHI. L. REV. 1 (1956).

18. N.Y. LEG. DOC. NO. 65(A), 66-67, 97-102 (1956); UNIFORM COMMERCIAL CODE §§ 7-502, 7-503, 7-209, 7-307.

these points. A number of technical changes proposed on behalf of the Pennsylvania State Chamber of Commerce are also under consideration.

Article 8: Investment Securities.

"The most significant feature of Article 8," according to the Commission, "is its unified treatment of problems of negotiability and transfer of the entire class of instruments it defines as 'securities.' The Commission believes that this unification would be a significant improvement in the law and that the approach adopted in Article 8 is sound in principle." As to specific provisions the New York Report noted that a major innovation, the statutory extension to all securities of full negotiability, makes a less extensive change in law in New York than in other jurisdictions. It approved the objective of section 8-202 on incorporation of terms by reference, but did not believe that the rules had been worked out satisfactorily. Certain other criticisms made at the Commission's public hearings were rejected. It seems very likely that revisions will substantially adopt the Commission's views except as to registration of transfer dealt with in part 4 of the Article.

"Provisions of Article 8 attempting to reduce the burden on issuers and their transfer agents to discover and prevent consummation of frauds, in transfers presented for registration, are responsive to a need generally acknowledged for simplifying and expediting registration of transfers."¹⁹ The Commission further approved the policy of section 8-402, limiting the evidence that can be required by the issuer to establish necessary indorsements. But it agreed with criticism "by some commentators" that the duty to inquire into transfers made by a fiduciary for his individual benefit, imposed by section 8-403, might defeat the purpose of simplification. As a preferable alternative, it suggested the Uniform Fiduciaries Act, referring to "actual knowledge that the fiduciary is committing a breach of trust, or knowledge of such facts that the action in registering the transfer amounts to bad faith."²⁰

The "generally acknowledged need" for simplification of security transfers was expressed in a resolution of the House of Delegates of the American Bar Association adopted in 1955.²¹ In response to that resolution, the Executive Committee of the National Conference of

19. *Id.* at 72.

20. *Id.* at 76-78; see Christy, *Responsibilities in the Transfer of Stock*, 53 MICH. L. REV. 701 (1955).

21. See 1955 *Annual Meeting, Proceedings of the House of Delegates*, 41 A.B.A.J. 1068, 1083-1084 (1955).

Commissioners on Uniform State Laws early in 1956 appointed a committee of which the writer was chairman to draft a separate uniform act on the subject. That committee reported that transfer agents have refused to rely on the Uniform Fiduciaries Act and have continued under that Act to insist on burdensome documentation.²² Instead the committee submitted a tentative draft which embodied a policy limiting the duty of inquiry of issuer or transfer agent to two cases: (1) where a notification of adverse claim is received; and (2) where the issuer elects to investigate the transfer and both requires and obtains a copy of a document which gives it reason to know of an adverse claim. It was made clear to the Conference that this proposal would be submitted to the Editorial Board if approved. At the annual meeting of the Conference in August the policy received overwhelming approval, and the Editorial Board has since approved changes incorporating it into the Code. At the same time, the Board approved a change which would permit the issuer, in a suit to compel registration, to defend on the ground that the transferee is in fact not entitled to the security.

Article 9: Secured Transactions.

"Article 9 would accomplish a significant reform of the law of personal property security. The Commission believes that the approach taken by Article 9 as a whole is sound in theory and satisfactorily developed in most of its elements." The three main provisions disapproved were section 9-206(1), subjecting a holder in due course of a negotiable instrument to the defense or set-off of a buyer of consumer goods in certain cases; section 9-305(2), requiring public filing to perfect a field warehousing arrangement; and section 9-318(4), denying effect to a term in a contract which prohibits assignment of an account or contract right. The Editorial Board has yielded on the first two, but stands firm on prohibition of assignment.²³ Other points raised by the Commission are under study by the Article 9 Subcommittee.

CONCLUSION.

The foregoing summary is of course utterly inadequate to lay bare the innumerable arguments which can be made for or against the

22. Citing *Harris v. General Motors Corp.*, 263 App. Div. 261, 32 N.Y.S.2d 556 (4th Dep't 1942), *aff'd*, 288 N.Y. 691, 43 N.E.2d 84 (1942); see also *Daily v. Universal Oil Products Co.*, 76 F. Supp. 349, 371 (N.D. Ill. 1947); *First Nat. Bank v. Pittsburgh F. W. & C. Ry.*, 31 F. Supp. 381 (E.D. Pa. 1939).

23. Compare *Allhusen v. Caristo Construction Corp.*, 303 N.Y. 446, 103 N.E.2d 891 (1952), with 4 CORBIN, *CONTRACTS* §§ 872, 873 (1951). See UNIFORM COMMERCIAL CODE § 9-318, Comment 4.

Code as a whole or its parts or specific provisions. But it should be sufficient to make it clear that the New York Times headline "Commercial Code is Held Defective"²⁴ omits important qualifications. In 1955 the Editorial Board said that "experience in Pennsylvania, and extensive studies in Massachusetts, New York and the other states increases our faith in the Code . . . the general structure, organization and concept of the Code still stands with surprisingly little criticism of substance."²⁵ That statement can be made again, with confidence still further increased, when revisions in response to the New York study have been completed.

24. N.Y. Times, March 12, 1956, p. 35, col. 6.

25. Supplement No. 1, ix-x (1955).