

<i>Stats. 1961</i>	<i>Stats. 1963</i>
(2) (a) .....	409.307
(2) (b) .....	409.301 (1) (c)
	409.312 (3)
(2) (c) .....	None
(3) .....	None
241.40 .....	409.306 (2), (3),
	(4)
	409.308
	409.315 (1)
241.41 .....	409.310
241.42 .....	409.317
241.43 (1) .....	409.401 (1)
	409.402 (1)
(2) .....	409.402 (3)
(3) .....	409.403 (4), (5)
(4) .....	409.403 (1), (2)
(5) .....	409.403 (3)
241.44 .....	409.204 (5)
241.45 .....	409.102
241.46 .....	409.401 (1)
241.47 .....	401.103
241.48 .....	401.102 (1) and
	(2) (c)
241.49 .....	401.110
241.495 .....	943.25 (2)
241.50 .....	409.101
327.27 .....	403.804
328.26 .....	403.307

**Revisor's Note, 1963:** The notes printed in the Commercial Code indicate the instances where the study committee recommended departures from the Official Text of the Commercial Code as drafted by the American Law Institute and the National Conference of Commissioners on Uniform State Laws. The comments to the Official Text as made by those bodies are not here printed. [Bill 1-S]

## CHAPTER 401.

### General Provisions.

**Editor's Note:** For foreign decisions construing the Uniform Commercial Code: General Provisions and other relevant information see Uniform Laws, Annotated.

**401.101 History:** 1963 c. 158; Stats. 1963 s. 401.101.

The impact of the uniform commercial code on Wisconsin law. Helstad, 1964 WLR 355.

**401.102 History:** 1963 c. 158; Stats. 1963 s. 401.102.

On construction of statutes see notes to various sections of ch. 990.

**401.103 History:** 1963 c. 158; Stats. 1963 s. 401.103.

**401.104 History:** 1963 c. 158; Stats. 1963 s. 401.104.

**401.105 History:** 1963 c. 158; Stats. 1963 s. 401.105.

**401.106 History:** 1963 c. 158; Stats. 1963 s. 401.106.

**401.107 History:** 1963 c. 158; Stats. 1963 s. 401.107.

**401.108 History:** 1963 c. 158; Stats. 1963 s. 401.108.

**401.109 History:** 1963 c. 158; Stats. 1963 s. 401.109.

**401.110 History:** 1963 c. 158; Stats. 1963 s. 401.110; 1965 c. 51.

**401.201 History:** 1963 c. 158; Stats. 1963 s. 401.201.

Where, pursuant to a contract for the sale of equipment, the lessee agreed to pay a stipulated sum (plus a finance fee) and the lessee had the option of becoming the owner upon full compliance with the terms of the contract, the agreement was a conditional sale within the meaning of 122.01 (1), Stats. 1961, and it was irrelevant whether it could be determined that the market value of the equipment was more or less than the lessee obligated himself to pay. *James Talcott, Inc. v. P & J Contracting Co.* 27 W (2d) 68, 133 NW (2d) 473.

**401.202 History:** 1963 c. 158; Stats. 1963 s. 401.202.

**401.203 History:** 1963 c. 158; Stats. 1963 s. 401.203.

**401.204 History:** 1963 c. 158; Stats. 1963 s. 401.204.

**401.205 History:** 1963 c. 158; Stats. 1963 s. 401.205.

**401.206 History:** 1963 c. 158; Stats. 1963 s. 401.206; 1965 c. 51.

**401.207 History:** 1963 c. 158; Stats. 1963 s. 401.207.

**401.208 History:** 1963 c. 158; Stats. 1963 s. 401.208.

**401.209 History:** 1969 c. 39; Stats. 1969 s. 401.209.

**Legislative Council Note, 1969:** Proposed by the UCC editorial board, this new section makes clear that an agreement by which the rights of one unsecured creditor are subordinated to the rights of another unsecured creditor of a common debtor does not of itself create a security interest. The section is intended to clarify rather than change existing law. [Bill 2-A]

## CHAPTER 402.

### Sales.

**Editor's Notes:** (1) For notes of decisions construing prior statutes on the subject of sales see Wis. Annotations, 1960, and Wis. Stats. 1963.

(2) For foreign decisions construing the Uniform Commercial Code: Sales, and other relevant information, see Uniform Laws, Annotated.

**402.101 History:** 1963 c. 158; Stats. 1963 s. 402.101.

The sales contract; formation, buyer's remedies, seller's remedies, creditor's remedies. Cudahy and Barnes, 49 MLR 108, 122, 131 and 135.

The impact of the uniform commercial code on Wisconsin law. Helstad, 1964 WLR 355.