

Introduction

From the Publisher

Thomson Reuters is pleased to introduce Volume 49, Issue #2 of the UCC Law Journal. We will be publishing as many issues as possible this year in order to bring you the timely and high-quality content you expect from Thomson Reuters and the UCC Journal.

It gives me great pleasure to announce that the UCC Law Journal has a new Editor-in-Chief, Francesco G. Mazzotta. Mr. Mazzotta will be assuming the role of Editor-in-Chief beginning with Volume 49, Issue #3. Mr. Mazzotta, Volume 49, Issue #3, holds law degrees from the University of Naples, Italy, and the University of Pittsburgh School of Law. At universities located in both countries, Mr. Mazzotta has served as an Adjunct Professor. He has authored several publications involving international sale of goods and international commercial arbitration, and is the lead editor of the *International Contract Manual*. Mr. Mazzotta currently is a Chief Judicial Clerk with the Superior Court of Pennsylvania, and has served as a Judicial Clerk with the Pennsylvania Supreme Court and the United States District Court of the Western District of Pennsylvania. Thomson Reuters is pleased to welcome him to the UCC Law Journal.

Thomson Reuters also wishes to extend sincerest thanks to former Editor-in-Chief Kristin D. Adams, Professor of Law and Director of the Dispute Resolution Board at Stetson University College of Law, who performed the work of reviewing submissions for this issue prior to ending her tenure with the Journal. Thomson Reuters deeply appreciates her work as Editor-in-Chief and wishes her the very best as she moves on to other projects.

This issue opens with “When is a Warranty Not a Warranty?: Deconstructing the Magnuson-Moss Warranty Act’s Narrow Definition of “Warranty”, by Colin P. Marks. Marks is the Ernest W. Clemens Professor of Law at St. Mary’s University School of Law, where he teaches contracts, commercial law, and secured transactions. In this article, Professor Marks explores the definition of “warranty” under the Magnuson-Moss Act with reference to the UCC and in conjunction with the “additional consideration” language in

the Federal Trade Commission's guidance under 16 C.F.R § 700.11 that, one court's decision, transformed an otherwise-valid warranty into a "service contract" under Magnuson-Moss.

The issue continues with "Sense, Sensibility and Smart Contracts: A View From a Contract Lawyer," by Prof. Jeanne Schroeder of the Benjamin N. Cardozo School of Law at Yeshiva University. Professor Schroeder evaluates the potential of so-called "smart" contracts—agreements embodied in computer code that automatically executes the digital transactions required to complete the contract. In particular, she addresses the claims of proponents that smart contracts and blockchain technology will one day replace attorney-drafted agreements and ultimately the existing law of contracts. This detailed article explores the ability of completely automated contracts to conform to the requirements of the Uniform Commercial Code and other laws relevant to commercial transactions.

"Bringing Drafts into the Digital Age," by Eric Marcus, is the third article in this issue. Mr. Marcus was a partner in the law firm of Kaye Scholer LLP for 30 years, where he specialized in the areas of asset securitization and supply chain finance. In this article, Mr. Marcus discusses the disconnect between Article 3 provisions governing drafts, and the laws enabling electronic contracting.