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Legal Aspects of Selling and Buying, 3d

2021 update
Philip Zeidman

This deskbook will serve as an invaluable tool and resource. Get practical answers in a unique format for the most frequently raised questions about antitrust, franchising and distribution law. Designed as a deskbook, it also has the capacity of a reference treatise. Organized by how questions arise in business and law, chapter titles and subheadings are in the form of questions, and are followed by succinct, authoritative answers. Extensive footnotes provide expanded discussions for further research. Whether you are an antitrust lawyer, general practitioner, house counsel, or involved in a trade association, this reference will guide you in fielding questions from clients as well as serve as a reliable reference in the evolving field of federal and state transactional law.

Filing Instructions

REMOVE and RECYCLE the previous edition.
PLACE the new 2021 edition on your bookshelf.

Highlights

This year's revision to *Legal Aspects of Buying and Selling, 3d* includes new case law and discussion on:

- **Must Seller Sell to Buyer:** What statutes and legal principles govern refusals to sell? (§2:2); May Seller unilaterally refuse to sell to Buyer? (§2:3); Working hypothetical: initial unilateral refusal to deal (§2:7); May Seller solicit assurances from Buyer that Buyer will abide by Seller's pricing policies? (§2:22); When does communication between Seller and Competing Buyer constitute joint action? (§2:30); Is joint action between Seller and more than one Competing Buyer, resulting in Seller's decision to refuse to deal with Buyer, unlawful? (§2:32); What statutes and principles govern monopolist

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Seller's right to refuse to sell? (§2:39); May monopolist Seller refuse to sell to Buyer if the purpose of such refusal is to maintain or enhance Seller's monopoly position? (§2:43); May monopolist Seller refuse to sell to Buyer because it competes with Buyer? (§2:44); When is monopolist Seller required to deal with competitors? (§2:45)

- May Seller Restrict Where or to Whom Buyer Resells? (ch. 5)
- May Seller Restrict the Prices at Which Buyer Resells?: May Seller control the prices at which Buyer resells Seller's products?--Does it make a difference if the product is an alcoholic beverage? (6:4); What evidence, other than complaints from other Buyers, will support an inference that Buyer was terminated as the result of an unlawful conspiracy between Seller and other Buyers? (§6:12)
- May Seller Cease Selling to Buyer?: Suppose the agreement has no definite duration, but permits termination in specific circumstances? (§7:15); If Seller may not terminate Buyer without cause, what reasons are sufficient to justify termination?--Suppose Buyer violates the law? (§7:26); Must Seller give Buyer notice and an opportunity to cure before termination? (§7:34); What circumstances may be deemed the equivalent of a termination or a nonrenewal by Seller even though they are not described as such? (§7:40); Do Seller and Buyer owe obligations to each other after termination?--What post-term obligations may be imposed on Buyer? (§7:48)
- Will the Answers Be Different if the Seller-Buyer Relationship is a Franchise? (ch. 9): §§9:33 to 9:55, 9:61 to 9:75, 9:82 to 9:100

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