

Highlights of the 2021 Update

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 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