

1995

Automobile Lemon Laws: An Annotated Bibliography

Louis J. Sirico Jr.

Prof., Villanova University School of Law.

Follow this and additional works at: <http://lawcommons.luc.edu/lclr>



Part of the [Consumer Protection Law Commons](#)

Recommended Citation

Louis J. Sirico Jr. *Automobile Lemon Laws: An Annotated Bibliography*, 8 *Loy. Consumer L. Rev.* 39 (1995).

Available at: <http://lawcommons.luc.edu/lclr/vol8/iss1/15>

This Feature Article is brought to you for free and open access by LAW eCommons. It has been accepted for inclusion in Loyola Consumer Law Review by an authorized administrator of LAW eCommons. For more information, please contact law-library@luc.edu.

Automobile Lemon Laws: *An Annotated Bibliography*

by Louis J. Sirico, Jr.

INTRODUCTION

Just over a decade ago, the Connecticut legislature started a trend when it became the first state to enact a lemon law.¹ Since then, all 50 states and the District of Columbia have promulgated some form of a lemon law.² Lemon laws typically require an automobile manufacturer to replace a defective automobile or refund its purchase price if the defect has not been repaired after a specified number of attempts or if the car has been in disrepair a certain cumulative number of calendar days.³ Lemon laws were enacted, in large part, to give defective car owners more protection than they had received under the Uniform Commercial Code and the Magnuson Moss Warranty Act (hereinafter "UCC" and "MMWA").⁴ Several articles and books detail the development of lemon laws in the United States and the laws' impact on consumers and the automobile industry.

This bibliography was prepared to assist legal practitioners who are researching state lemon laws or handling defective automobile cases.⁵ The secondary sources cited are legal publications including law review articles, comments, and case notes. They each are accompanied by a brief summary explaining the contents of the article.⁶ The citations have been arranged by subject heading in a

manner that should facilitate the location of sources. Sources such as court decisions, newspaper articles, and bar journal reports are not included. Legal indexes and databases can be used to locate those materials. It is the author's wish that this bibliography serve as a starting point for research in this area. Hopefully, this article will yield positive results for those who utilize it.

AUTOMOBILE LEMON LAWS: An Annotated Bibliography⁷

I. Background

1. Barbara E. Herring, Comment, *Sweetening the Fate of the "Lemon" Owner: California and Connecticut Pass Legislation Dealing with Defective New Cars*, 14 U. Tol. L. Rev. 341 (1983), 33 pages.

Barbara Herring discusses the early years of lemon law legislation. She recounts the difficulties consumers encountered upon purchasing a defective automobile. She reviews leading court cases that demonstrate consumers' frustra-

Louis J. Sirico, Jr. is a professor of law at Villanova University School of Law. Professor Sirico received a J.D. degree from the University of Texas School of Law in 1972.

Renee Langley received a J.D. degree from Villanova University School of Law in 1994 and assisted with this article.

Professor Sirico wishes to thank Lance Vines for his assistance.

tion with the few remedies available to them under the UCC and the MMWA.

She cites the original, unsuccessful attempts of the California legislature to amend its warranty law to better protect buyers of defective cars. She also discusses the opposition that Connecticut legislators faced; an opposition that ultimately forced a compromise on the Connecticut lemon law. Herring then lists the major provisions of the two lemon laws and compares several aspects of each. She speculates on the probable effect of lemon laws on consumers, manufacturers, and dealers. She concludes that such laws will produce consistent, speedy resolutions to defective auto disputes and will foster better communication between the parties involved in automobile transactions.

2. Robert D. Honigman, *The New "Lemon Laws": Expanding UCC Remedies*, 17 U.C.C. L.J. 116 (1984), 12 pages.

Robert Honigman tracks the rapid growth of state lemon laws. He questions their provisions, describing the differences between lemon laws and the UCC. He argues that the numerous state lemon laws were a response to the pervasiveness of poor quality automobiles and inadequate warranty service at that time.

The author covers the basic, common provisions of these statutes. He then compares the basic lemon law provisions to those of the UCC and the MMWA, noting the differing standards for what constitutes warranty defect, vehicle use after rescission, and reasonable time for repair. His article is followed by a reprint of the Connecticut lemon law and a table that charts how other state lemon laws differ from the Connecticut lemon law.

3. Mary B. Kegley and Janine S. Hiller, *"Emerging" Lemon Car Laws*, 24 Am. Bus. L.J.

87 (1986), 19 pages.

Mary Kegley and Janine Hiller explain that purchasers of defective new cars, left without lemon laws, were frustrated by disclaimers and limitations of UCC permitted remedies, obstacles in exercising their rights under the MMWA, and the lack of a refund provision in the MMWA for the individual purchase amounts of defective cars. The authors review case law to demonstrate that the UCC provisions for rejecting and revoking acceptance can be an effective means of obtaining a purchase price refund. They caution, however, that these remedies are highly fact-sensitive, making their availability unpredictable.

The authors chronicle the advent of lemon laws, discussing the Connecticut lemon law, the first lemon law passed in the United States, and comparing state lemon laws. They discuss problem areas for lemon law legislation, including a review of a federal case declaring Texas' lemon law unconstitutional. They conclude that lemon laws provide consumers a much needed remedy for their complaints.

4. Margaret S. Rigg, *Lemon Laws*, 18 Clearinghouse Rev. 1147 (1985), 17 pages.

Margaret Rigg discusses lemon laws as they have developed across the country. She discusses the advantages state lemon laws present over the UCC and the MMWA. She also points out the critics' arguments that lemon laws contain many uncertainties and are too limited in scope.

Rigg takes an in-depth look at each of the typical provisions of a state lemon law. Throughout the discussion, she notes variations between the state laws and variations from the UCC and the MMWA. She then gives helpful information to practitioners, such as appropriate

steps for manufacturers and consumers to take and possible constructions of the statutes' provisions. She suggests theories of liability under the UCC, and she also states unfair and deceptive trade practices acts and common law misrepresentation and concealment. She concludes with a list of cites to existing lemon laws.

5. Elizabeth E. Vollmar, Note, *Lemon Laws: Putting the Squeeze on Automobile Manufacturers*, 61 Wash. U. L.Q. 1125 (1984), 38 pages.

Elizabeth Vollmar illustrates the problems consumers faced in the early 1980s when dealing with defective automobiles. She reviews the provisions of the UCC and the MMWA with respect to rejection of goods, revocation of acceptance, use of goods after a defect is discovered, and vertical privity requirements. She highlights the barriers these remedies present to automobile consumers.

She discusses the goals, purposes, and policies underlying state lemon laws. To make lemon laws most helpful to buyers of defective cars, she urges the judiciary to construe the statutes in a manner consistent with the intent of the legislature. Such interpretations, contends Vollmar, would effectively reform the automobile warranty system. The appendix contains a reprint of three manufacturers' automobile warranties and the Connecticut lemon law. Also, a table is included that charts general provisions of several state lemon laws.

6. Curtis R. Reitz, *What You Should Know about State "Lemon Laws"*, 34-3 Prac. Law. 83 (1988) 4 pages.

Curtis Reitz discusses the development of state lemon laws. Reitz begins with the first wave of statutes seven years after Congressional passage of the 1975 MMWA. He explains how the lemon laws relate to warranty law under the

UCC and MMWA. Reitz also explains lemon law definitions, presumptions, and burdens of proof. He notes a second wave of amended lemon laws that strengthen the consumer's position. He details changes in lengthening the period of warranty protection, providing the consumer the choice of remedy, and reforming the dispute-settlement procedures. He highlights the Massachusetts lemon law as an influential and pro-consumer model for other states considering amendments. Reitz also details the Massachusetts enforcement mechanism and the consumers' extensive remedies.

Reitz points out that constitutional challenges to the first wave of lemon laws failed. He concludes that the amendments currently under consideration in various states will increase both litigation and constitutional objections of the manufacturers. He then predicts the emergence of new lemon laws to address the complaints of used car purchasers.

7. Richard L. Coffinberger and Linda B. Samuels, *Legislative Responses to the Plight of New Car Purchasers*, 18-2 U.C.C. L.J. 168 (1985), 9 pages.

Richard Coffinberger and Linda Samuels review several legislative initiatives at the state and federal levels designed to address the problem of automobile lemons. They define "lemons" as new automobiles that evidence serious mechanical problems that are routinely difficult to eliminate at or near the date of purchase. The authors recount the advent of express warranties in the 1960s as a successful marketing tool for automobile manufacturers but an often ineffective promise for consumers.

They review the first major attempt by Congress to address the lemon issue in the MMWA and note its coverage, its shortcomings,

and its proposed amendments. They also review an unsuccessful attempt to pass a federal lemon law through the Automobile Consumer Protection Act of 1983. This act was never passed and was never reintroduced. The authors note that state legislatures also were beginning to respond to consumer demands. Connecticut and California were the first states to pass lemon laws, serving as models for many other states. Although each state's law may vary, lemon laws generally retain several of the same core elements. Because there are many substantive issues on which these state laws vary, the authors conclude that this type of regulation will continue to expand and eventually may be seen at the federal level.

II. Guides for Practitioners

1. Roger D. Billings, Jr., *Handling Automobile Warranty and Repossession Cases*, Deerfield, IL: Clark Boardman Callaghan, 1992, looseleaf.

This book is a comprehensive litigation guide to the law governing automobile transactions. It encompasses all aspects of automobile sales, beginning with contract formation and ending with collection of deficiency judgments. This guidebook is useful for attorneys on either side of a lemon law claim. Among the many topics covered are the MMWA, lemon laws, deceptive trade practices acts, and buyer and dealer rights under the UCC.

The book includes a chapter on handling lemon law cases. It discusses lemon laws generally, vehicles covered, arbitration requirements, standards of proof, manufacturer defenses, buyer remedies, lessor-lessee remedies, attorney's fees, dealer liability, aspects of litigation, disclosure of lemon status, and used car lemon laws. The

book includes numerous statutes and case citations. It contains reprints of the MMWA and Federal Trade Commission Rule 703, which sets forth the criteria for FTC-approved informal dispute settlement mechanisms as required by many states. Throughout the text, Billings explains the treatment of non-traditional defective vehicles, such as leased cars and mobile homes. The book contains an updated supplementary section on recent developments.

2. C. Victoria Woodward, *Automobile Warranty Law: State and Federal Lemon Rights*, Charlottesville, VA: The Michie Company, 1993, 636 pages.

Victoria Woodward aims to help practitioners navigate their way through the most complex defective automobile case. She provides a comprehensive discussion of relevant UCC provisions, the MMWA, and state lemon laws. Through the use of numerous case citations and informative notes, Woodward apprises practitioners of the most important aspects of automobile warranty law.

The treatise contains a chapter on evaluating and preparing a lemon case. Written by an expert on consumer warranty law, this chapter walks practitioners through the litigation process, which begins with the anticipated, initial client consultation. Woodward also considers alternative consumer remedies and the anticipated defenses of manufacturers and dealers. She also covers arbitration and informal dispute resolution, attorney's fees, and the FTC rule preserving consumers' claims and defenses in consumer credit transactions. The appendix is also a useful resource. It provides a reprint of the MMWA, a table of cases, and pertinent information for practitioners (including a summary of each state's lemon law, cites to all state deceptive trade prac-

tices statutes, and contact information for state agencies, consumer action organizations, and manufacturers).

III. Informal Dispute Resolution

1. Gregory L. Barnes, Note, *Consumers Swallow Another Lemon: Agency Consent Order Preemption of State "Lemon Law" Standards for Informal Dispute Resolution (General Motors v. Abrams)*, 1990 J. Disp. Resol. 163 (1990), 14 pages.

Gregory Barnes examines *General Motors v. Abrams*,⁸ a federal case in which an automobile manufacturer successfully challenged New York's arbitration requirements. The plaintiff manufacturer prevailed on its claim that the FTC preempted New York's enactment. The author gives the history behind the case. He recounts the facts that led to the agreement between General Motors and the FTC and the dispute that arose when New York's lemon law required the manufacturer to go beyond the conditions of that agreement.

Barnes then explains the grounds for federal preemption of state law under the Constitution's Supremacy Clause. He also explains the Supreme Court's "clear intent" standard, which sets forth the test for finding express or implied preemption. He looks at the district court's application of the test in *General Motors* and reviews the decisions of other federal courts on the issue of preemption by federal regulatory agencies. Criticizing the court's ruling, he contends that the court's ruling sets bad policy. Barnes foresees a trend in such rulings and, therefore, calls for Congressional action to restore viability to state alternative dispute resolution programs.

2. David P. Hiatt, Note, *A Sour Lemon?: Federal Preemption of Lemon Law Regulations of Informal Dispute Settlement Mechanisms*, 1989 J. Disp. Resol. 211, 12 pages.

David Hiatt examines *Motor Vehicle Manufacturers Ass'n v. Abrams*,⁹ in which a federal court held that federal legislation preempted New York's dispute resolution mechanism.

He explains the concerns of Congress that led to the enactment of the MMWA and reviews the guidelines Congress set for settling consumers' disputes. He explains why New York and other states enacted their own laws directed at new motor vehicle buyers while incorporating the guidelines set forth by Congress for dispute resolution.

Hiatt discusses the principles of the Constitution's Supremacy Clause, which sets the standard for federal preemption. He explains how the plaintiffs used those principles to challenge the New York lemon law. In ruling in the association's favor, the district court held that Congress had occupied the field by regulating dispute resolution mechanisms and that the New York statute conflicted with Congress' policy.¹⁰ Hiatt examines the court's decision and compares it with the views held by other federal courts. He surmises the court's ruling would limit New York's ability (and, possibly, the ability of other states) to protect the interests of its consumers.

IV. Non-traditional Vehicles

1. Terence Centner, *The New "Tractor Lemon Laws": An Attempt to Squeeze Manufacturers Draws Sour Benefits*, 14 J. Prod. Liab. 121 (1992), 16 pages.

Terence Centner discusses the development of tractor lemon laws as adopted in Geor-

gia, Illinois, Minnesota, and Virginia. He explains the provisions of the statutes with respect to their terms, scope of coverage, duty to repair, replace or refund, notice requirements, length of coverage, affirmative defenses, statutes of limitation, dealer liability, bad-faith claims, and consumer enforcement of claims. He includes a table that delineates the major distinctions between the four lemon laws.

Centner questions whether tractor lemon laws are necessary and whether such legislation gives consumers any protection beyond existing law. He proposes alternative provisions that he contends more appropriately assist owners of defective farm vehicles. His suggestions include extending the length of coverage and the statute of limitations, eliminating affirmative defenses, awarding incidental and consequential damages, restricting resale of the vehicle, and refunding manufacturers for taxes paid on returned vehicles. He warns that the obligations tractor lemon laws impose on manufacturers may adversely affect consumers in the form of higher prices and less comprehensive warranty coverage.

V. Publications for Non-Lawyers (Materials to Suggest to Clients)

1. Andrew A. Faglio, *Lemonaid!: A Layperson's Guide to the Automobile Lemon Laws*, Dobbs Ferry, NY: Oceana Publications, 1991, 160 pages.

This book was written for consumers by Andrew Faglio, a consumer who used his state's lemon law to remedy his new car problems. It was designed to familiarize consumers with lemon laws and to encourage perseverance in such cases. Most helpful is a reprint of the New

York new and used vehicle lemon laws, followed by an explanation of each in plain English.

He stresses the importance of documentation and organization and outlines methods for each. He illustrates how to climb the organizational ladder; initiating a compromise with the dealership's management, the owner of the dealership, and customer service representatives at the manufacturer's zone or central office. The consumer may use this advice to avoid legal action, but also to chronicle the actions and statements of the dealership and the manufacturer regarding the vehicle. The book includes a list of agencies, organizations, and articles consumers should utilize. Faglio also explains the arbitration and judicial process, offering tips for success at the arbitration hearing and in finding the right lawyer for the legal path. The appendix includes a table of state lemon law provisions.

2. Richard L. Kaye, *Lemon Aid: Exercising Your Rights Under the Consumer Lemon Law*, Northbrook, IL: TeleTravel Network, Inc., 1991, 128 pages.

This book is an informative guide about lemon laws and how they work. The reader follows the plight of John T. Consumer, a fictitious character, who experiences difficulty with his new car and ultimately brings the matter to a successful resolve. Through this case scenario, the author, Richard Kaye, illustrates to the reader the consumer's rights and how to exercise them.

Kaye explains the meaning of a warranty and the impact of lemon laws on automobile warranties. He takes a step back to explain the influence of the MMWA as the catalyst for state lemon law legislation. He defines standard lemon law terms and explains the major provisions common to lemon laws. He lays out the "how-to's" of confronting the dealer or manufacturer about

a defective new car before resorting to legal action. Kaye also describes three avenues the consumer can take if further action is necessary: the manufacturer's informal dispute settlement mechanism, a state arbitration program, and civil court proceedings. The appendix includes a summary of each state's lemon law provisions and contact information for state agencies and automotive manufacturers.

3. Ralph Nader and Clarence Ditlow, *The Lemon Book*, Mount Kisco, NY: Moyer Bell Limited, 1990, 368 pages.

This book has been updated and published every 10 years for the past three decades. Ralph Nader, a renowned consumer advocate, and Clarence Ditlow trace the progress made between the automobile industry and new car purchasers in resolving defective car conflicts. They offer practical advice to disgruntled car buyers. They strive to equip consumers with the information they need to settle disputes over a defective new car and push for reform of the laws and remedies meant to protect consumers.

The discussion is facilitated by numerous news accounts and letters written by lemon car owners demonstrating the problems purchasers faced, the solutions they employed, and the settlements reached. They define relevant legal terms and review the laws applicable to car purchases. They explain state lemon laws with respect to their prerequisites, procedure, pitfalls, and benefits. Finally, they discuss preventive strategies to avoid purchasing a lemon and a variety of avenues to take if the car purchased appears defective.

VI. Improving Lemon Laws

1. Vicki D. Rau, Comment, *New Remedies*

for Defective Automobile Purchasers: A Proposal for a Model Lemon Law, 23 Val. U. L. Rev. 145, (1988), 32 pages.

Vicki Rau first focuses on the aspects of the MMWA and the UCC that make them ineffective remedies for defective automobile purchasers. Rau then discusses the typical provisions of a lemon law and the advantages lemon laws offer over the more traditional remedies. She illustrates that lemon laws themselves are not perfect and, accordingly, proposes a model lemon law statute.

Rau finds current lemon laws have four main short-comings: a lack of uniform standards among the states to facilitate compliance by manufacturers, the failure to apply to implied warranties, unclear guidelines for informal dispute resolution, and ill-defined terms within the statutes, a shortcoming that leads to inconsistent interpretations by litigants, arbiters, and courts. She believes her model lemon law addresses these shortcomings, as it establishes objective standards to determine a reasonable number of repair attempts by the manufacturer, extends lemon law coverage to implied warranties, and encourages the use of non-judicial dispute resolution mechanisms, a less expensive, less time-consuming alternative to litigation.

2. Joan Vogel, *Squeezing Consumers: Lemon Laws, Consumer Warranties, and a Proposal for Reform*, 1985 Ariz. St. L.J. 589, 86 pages.

Joan Vogel takes a critical look at state lemon laws. She asks whether these laws give consumers more protection than pre-existing laws and whether they contain an effective means of enforcement. She discusses the UCC provisions for express and implied warranties, warranty disclaimers, and limitations of remedy. She

also discusses the MMWA and its impact on the use of warranties. Vogel explains and examines the substantive provisions of state lemon laws, including the scope of coverage, disclosure, notice, and resale requirements, the duty to repair, replace, or refund, and enforcement provisions.

Vogel concludes that lemon laws are ineffective because they simply restate existing law or are more restrictive than existing law. She suggests that Congress enact a lemon law to be enforced by a federal agency, such as the FTC. She contends that agency enforcement is ideal because an agency can track patterns of abuse by manufacturers, develop expertise in the area of warranty disputes, issue recalls where high numbers of design and manufacturing defects are found, and adjudicate disputes in an impartial and speedy manner.

VII. State Lemon Laws

Arkansas

1. Clifford Block, *Arkansas' New Motor Vehicle Quality Assurance Act—A Branch of Hope for Lemon Owners*, 16 U. Ark. Little Rock L.J. 493 (1994) 20 pages.

Clifford Block discusses the Arkansas lemon law. He points out that since the Arkansas and South Dakota legislatures enacted lemon laws in 1993, every state had enacted some version of lemon law legislation. He reviews the legal climate in Arkansas that necessitated the enactment of this lemon law. In the typical lemon vehicle claim, consumers have been insufficiently protected by existing remedies under the state's UCC, including revocation of acceptance and breach of warranty. He also points out that most automobile warranties have been worded

to avoid the application of remedies under the MMWA.

Block outlines the coverage, application, and remedies of the Arkansas law. He uses a hypothetical to illustrate how to apply and use the law. He points out that the existing case law of other states' lemon laws also may be useful in interpreting provisions of this law.

Connecticut

1. Mary A. Beattie, Note, *The Connecticut Lemon Law*, 5 U. Bridgeport L. Rev. 175 (1983), 28 pages.

Mary Beattie introduces the Connecticut lemon law. She begins with the background of the law. She reviews the provisions of the UCC and the MMWA that consumers have used unsuccessfully. Demonstrating the inadequacies of the pre-existing remedies, she discusses leading cases involving defective automobiles that were litigated under the UCC.

Beattie discusses the goals and purposes of the Connecticut lemon law, indicating how the statute improves upon the relief provided by the UCC. She also reviews the 1983 amendments to the lemon law. She closes with the criticisms voiced by manufacturers, who felt the law was unnecessary, as well as soft on auto dealers, and by other critics who felt the law not strong enough.

Florida

1. Duane A. Daiker, Note, *Florida's Motor Vehicle Warranty Enforcement Act: Lemon-Aid for the Consumer*, 45 Fla. L. Rev. 253 (1993), 22 pages.

Duane Daiker chronicles the development of lemon law legislation in Florida, citing the most significant changes in Florida's law

from the state's original statute to the current version. He explains the procedure and substance of the statute and reviews a string of cases interpreting those provisions. He sets forth alternative remedies available to purchasers of defective automobiles under the UCC and the MMWA. He notes the advantages and disadvantages of each of these remedies.

To analyze the law's overall effectiveness and its potential faults, Daiker compares the Florida law to lemon laws of other states with respect to common provisions and emerging trends. Daiker suggests the statute be revised to clarify ambiguous provisions, strengthen enforcement mechanisms, and give consumers added protection in the scope and duration of coverage. While the law addresses needed protections for consumers, the author argues that these revisions would make the law more congruent with the legislative intent.

Illinois

1. W. Eugene Basanta, *The Illinois New Car Buyer Protection Act-An Analysis and Evaluation of the Illinois Lemon Law*, 1984 S. Ill. U. L.J. 1, 70 pages.

Eugene Basanta undertakes an in-depth examination of the Illinois lemon law. As background, he discusses the protections car buyers receive under the UCC and the MMWA. He explains the provisions of the UCC that were utilized by car buyers and how the MMWA was enacted with the intention of augmenting those provisions to better benefit consumers.

Basanta discusses the major provisions of the lemon law regarding the scope of coverage, operational definitions, remedies, alternative dispute resolution, election of remedies, limitations period, and disclosure requirements. He

compares these provisions with those of other states and points out possible problem areas. Basanta suggests the law contains critical omissions such as provisions awarding collection costs and attorney's fees, incorporating the law into the state's fraudulent practices act, prohibiting contractual waivers of consumers rights under the law, and mandating disclosure of the vehicle's history at resale. Despite the commendable action taken by the legislature to rectify inadequacies in existing laws, Basanta warns that, without revisions, the lemon law may only frustrate consumers further.

2. Lisa K. Jorgenson, Comment, *Illinois Lemon Car Buyer's Options in a Breach of Warranty Action*, 20 J. Marshall L. Rev. 483 (1987), 25 pages.

Lisa Jorgenson examines the alternatives available to defective car buyers in Illinois under the UCC, the MMWA, and the Illinois lemon law. She explains the UCC provisions for warranties, disclaimers, and limitations of remedy. She also explains the purpose and provisions of the MMWA and the Illinois lemon law as well as the remedies for breach of warranty provided by each. Jorgenson compares these remedies with respect to the vehicles and warranties they cover, standards of proof used at trial, privity requirements, arbitration provisions, awards of attorney's fees, litigation costs, and statutes of limitation.

She notes each of these remedies and suggests that consumers should use them conjunctively to maximize the chances for recovery. Jorgenson proposes changes for all the remedies discussed. Her proposed lemon law has four elements: mandating FTC-approved informal dispute resolution, lengthening the duration of coverage to the full extent of the

manufacturer's warranty, extending the scope of coverage to include motorcycles and pickup trucks, and preserving buyers' claims under the UCC despite settlement under the lemon law.

Indiana

1. Harold Greenberg, *The Indiana Motor Vehicle Protection Act of 1988: The Real Thing for Sweetening the Lemon or Merely a Weak Artificial Sweetener?*, 22 Ind. L. Rev. 57 (1989), 44 pages.

Harold Greenberg examines the Indiana lemon law. He covers many bases, focusing especially on the differences between lemon laws and remedies already available. In addition, he notes that Indiana's law improves upon those remedies and that the Indiana legislature successfully avoided the criticisms other states endured in enacting their lemon laws.

Greenberg summarizes the relevant provisions of the UCC and MMWA. He contrasts these remedies with the Indiana lemon law to point out the law's remedial purposes and identify its strengths, weaknesses, and ambiguities. Greenberg explains the major provisions of the state law and annotates case citations of other jurisdictions interpreting similar provisions. He also cites to numerous law review articles, news accounts, legislative hearings, and governmental reports. Greenberg concludes that the lemon law is a step in the right direction, but has problems. To remedy these problems, he outlines thirteen steps the legislature should take to strengthen the law. His proposed revisions focus on both the procedural and substantive provisions of the statute from the scope of coverage to the arbitration process.

Michigan

1. Carol J. Mackela, Comment, *An Examination of the Michigan Lemon Law*, 4 Cooley L. Rev. 677 (1987), 15 pages.

Carol Mackela introduces the Michigan lemon law. She compares the Michigan law to other state lemon laws and to pre-existing remedies in the state. She explains how the UCC's unclear terms and rigid provisions often make it an unavailable remedy for lemon owners. She explains that, despite the favorable features of the MMWA, the Act does not apply to most new car sales. Mackela also notes that the Michigan Consumer Protection Act, which covers deceptive trade practices, has not been widely utilized by lemon owners.

She then discusses the purpose of the Michigan lemon law and significant revisions made to the original legislative bill. She reviews provisions of the law with respect to definitions, scope, duration of coverage, allowable repair attempts, refund and replacement of the vehicle, informal dispute resolution, attorney's fees, and disclosure. Mackela suggests the law be modified to cover the full length of the manufacturer's warranty, reduce the allowable number of repair attempts, give consumers the option of refund or replacement, and extend coverage to used vehicles.

Minnesota

1. Julie A. Vergeront, Note, *A Sour Note: A Look at the Minnesota Lemon Law*, 68 Minn. L. Rev. 846 (1984), 34 pages.

Julie Vergeront discusses the Minnesota lemon law. She begins with an overview of remedies available to automobile purchasers under the UCC, the MMWA, and Minnesota's consumer protection act. She explains the major provisions of the lemon law, including manufac-

urers' obligations, consumers' rights and remedies, and dispute settlement procedures. Analyzing the effectiveness of the statute, she compares the lemon law to the pre-existing remedies and illustrates ways in which the statute is similar to, weaker than, and more beneficial than pre-existing remedies.

She proposes amendments that would make the statute at least as effective as the pre-existing remedies. Her proposals include extending the lengths of warranty coverage and the statute of limitations, assigning a deadline to manufacturers for completing repairs, giving consumers a more flexible standard for proving a reasonable number of repair attempts, substantially revising the arbitration provision, and clarifying the enforcement provision with amendments allowing consequential and punitive damages. Vergeront concludes that, without amendments, consumers are in no better position to deal with defective automobiles.

Nebraska

1. Susan M. Conroy, Comment, *L.B. 155: Nebraska's "Lemon Law": Synthesizing Remedies for the Owner of a "Lemon"*, 17 Creighton L. Rev. 345 (1984), 31 pages.

Susan Conroy introduces the Nebraska lemon law. As a backdrop to the legislation, she shares the experiences of disgruntled car buyers, all of whom seemed to influence the enactment of the lemon law. She explains the provisions of the lemon law and notes the opposition legislators faced in passing these provisions. She further contends that opponents to the lemon law asserted that the traditional remedies already available to consumers were sufficient. In light of this argument, she points out the shortcomings of the UCC, the MMWA, Nebraska's con-

sumer protection statutes, and existing manufacturer arbitration boards.

Conroy explains how the lemon law differs from the traditional remedies with respect to its guidelines for arbitration and its definitions of substantial impairment and reasonable repair attempts. In her evaluation of the statute, Conroy concludes that the lemon law meets the goals of the legislature, as the law, unlike the traditional remedies, provides relief specific to purchasers of defective cars.

New Jersey

1. Philip J. Espinosa, Note, *New Jersey's "Lemon Law," A Statute Ripe for Revision: Recent Developments and a Proposal for Reform*, 19 Rutgers L.J. 97 (1987), 32 pages.

Phillip Espinosa takes an in-depth look at the New Jersey Automobile Warranty Act. He reviews the recovery methods available to aggrieved car buyers before the Act's passage, including breach of warranty, revocation of acceptance, the rule of perfect tender, and strict liability in tort. He compares the provisions of the Act to these pre-lemon law recovery methods, and he includes a reprint of the Act.

Espinosa discusses proposed amendments before the legislature and offers his own recommendations for revision. He argues for the following revisions: eliminating the arbitration and notice requirements, extending the period of warranty coverage, giving buyers the option of refund or replacement, affording buyers an allowance for transportation during repairs, allowing lemon claims in small claims court, awarding successful plaintiffs two times the value of the lemon and attorney's fees, and requiring disclosure of the history of the vehicle at resale. Combining the proposed legislative amendments

and his own recommendations, Espinosa illustrates a model statute for states to adopt.

2. Harvey M. Sklaw, *The New Jersey Lemon Law: A Bad Idea Whose Time Has Come*, 9 Seton Hall Legis. J. 137 (1985), 23 pages.

Harvey Sklaw discusses the New Jersey lemon law. He begins with the history behind state lemon laws. He explains the provisions of the Connecticut lemon law, the influential predecessor to New Jersey's lemon law. He also explains the provisions of the New Jersey statute, displaying reprints of both the New Jersey and Connecticut laws.

Sklaw reviews New Jersey case law relating to defective automobiles before the lemon law. He draws on these decisions to examine whether consumers fare better under the pre-existing remedies than under the lemon law statute. He also briefly compares the provisions of the New Jersey lemon law to the Connecticut lemon law and the UCC. Sklaw discusses the statute's arbitration requirement and why he believes the requisite is unworkable. He criticizes the lemon law for taking away the consumer's right to perfect tender, giving manufacturers the choice of refund or replacement of the vehicle, giving manufacturers an allowance for use of the vehicle, and causing consumers to absorb the incidental and consequential costs of owning a faulty automobile. Sklaw sums up the statute as a bad idea despite the best intentions of its sponsors.

New Mexico

1. Joseph Goldberg, *New Mexico's "Lemon Law: Consumer Protection or Consumer Frustration?*, 16 N.M. L. Rev. 251 (1986), 31 pages.

Joseph Goldberg analyzes New Mexico's Motor Vehicle Quality Assurance Act. Before

determining whether the Act improves upon previous means of recovery available to disappointed automobile purchasers, he explains applicable provisions of the UCC and the MMWA. He discusses the obligations the UCC imposes on automobile dealers and the rights created when those obligations are not satisfied. Goldberg also explains the obligations of the manufacturer under the MMWA and how the Act incorporates provisions of the UCC.

He outlines the overall framework of the New Mexico lemon law regarding its scope, obligations imposed on manufacturers and dealers, and the remedies it creates. To evaluate the strengths and weaknesses of the lemon law, he compares the law to pre-existing remedies. Goldberg concludes that the Act will do little for consumer protection. The Act, argues Goldberg, is soft on manufacturers but concomitantly imposes a hardship on consumers with its harsh statute of limitations, restrictive election of remedies provisions, and failure to compensate consumers for out-of-pocket expenses resulting from the automobile's defect.

New York

1. Martha M. Post, Comment, *New York's Used-Car Lemon Law: An Evaluation*, 35 Buff. L. Rev. 971 (1986), 49 pages.

Martha Post presents the New York lemon law for used cars. She first reviews the remedies available to used car buyers before the lemon law was enacted: the UCC, the MMWA, and the New York Vehicle and Traffic Law section 417. She explains how buyers were frustrated in attempting to enforce these remedies.

Post traces the origins of the lemon law to earlier statutes enacted to assist consumers with defective automobiles, namely the FTC

Used Motor Vehicle Regulation Rule, the Connecticut lemon law, and the New York lemon law for new cars. She points out the advantages the lemon law poses over previous remedies. Post outlines the provisions of the used car lemon law with respect to terminology, parties' rights, and duties at sale and after discovery of a defect and enforcement of the buyer's rights. She contemplates the effects of the statute and the criticisms leveled against it. She reviews case law demonstrating judicial application of the law. Post surmises that the law will benefit consumers with increased awareness of its existence.

2. Matthew Tracy, *Survey of New York Practice - (General Business Law, GBL § 198-a(k): Lemon Law's Alternative Arbitration Mechanism Requiring an Automobile Manufacturer to Submit to Binding Arbitration at Consumer's Request Is Constitutional)*, 64 St. John's L. Rev. 379, 405 (1990) 7 pages.

Matthew Tracy discusses the constitutionality of the alternative arbitration mechanism of New York's lemon law. He notes that the lemon law was amended to include this binding arbitration mechanism in response to the difficulties and delays encountered under the original law. He reviews the recent New York Court of Appeals decision in *Motor Vehicle Ass'n v. State*,¹¹ where the court ruled that this mechanism was constitutional and did not violate due process. He also reviews the dissenting opinion and comments on the strength of the majority opinion.

3. Samuel J. M. Donnelly and Mary Ann Donnelly, *Commercial Law (pt. 7)*, 39 Syracuse L. Rev. 159, 208 (1987) 9 pages.

Samuel and Mary Ann Donnelly review recent developments related to the New York lemon law. They note recent case law interpret-

ing the application of the New York law to both new and used cars. They discuss the relation between the New York law and other state and federal statutes. They also review a recent amendment to the New York law that prohibits the waiver of consumer rights.

North Carolina

1. Heather Newton, Note, *When Life Gives You Lemons, Make a Lemon Law: North Carolina Adopts Automobile Warranty Legislation*, 66 N.C. L. Rev. 1080 (1988), 15 pages.

Heather Newton introduces the North Carolina lemon law. As a latecomer to lemon law enactment, she claims the state was able to learn from other states and consequently avoid the mistakes in lemon laws of other states. She asserts that the legislature succeeded in avoiding the criticisms other states endured and that, relatively, North Carolina's version should be one of the most effective in the country.

She explains the terms of a typical lemon law statute with respect to notice requirements, defects covered, refund or replacement provisions, damages recoverable, arbitration, and statutory limits. Newton explains why pre-lemon law remedies were inadequate for new car buyers. She describes the protections available to defective car buyers under the MMWA and FTC regulations. Using case law, she illustrates that despite the substantial protections the UCC gives in its provisions for rejection, breach of warranty, and revocation of acceptance, the UCC also has shortcomings. She then analyzes each provision of the North Carolina lemon law, using other states as a measure to set forth the law's strengths and weaknesses.

Ohio

1. Julian B. Bell, III, Comment, *Ohio's Lemon Law: Ohio Joins the Rest of the Nation in Waging War Against the Automobile Limited Warranty*, 57 U. Cin. L. Rev. 1015 (1989), 19 pages.

Although he primarily discusses Ohio's lemon law, Julian Bell provides an extensive discussion of the traditional remedies available to the purchasers of defective automobiles. Pointing out the shortcomings of these remedies, he demonstrates the legislative motives to enact lemon laws. Bell explains that although the MMWA intended to give greater protection to consumers purchasing new cars, it had the detrimental effect of leading dealers to insert standardized limited warranties in new car contracts. Bell also explores UCC remedies for defective goods (rejection, revocation of acceptance, and breach of warranty) and shows how these remedies became unreliable as a result of careful maneuvering by automobile manufacturers.

He explains the effect, purpose, scope, and operation of the state's lemon law. Bell also points out differences between the state's law and UCC provisions. In addition, he highlights some of the pro-consumer aspects of the statute, and, using comparable legislation in other states as a measure, he proposes revisions.

2. D. Lewis Clark, Jr., Note, *Alternative Dispute Resolution under Ohio's Lemon Laws: A Critical Analysis*, 6 Ohio St. J. on Disp. Resol. 333 (1991), 12 pages.

Lewis Clark asks whether the Ohio lemon law's provision for informal dispute resolution gives a consumer more expedient relief or merely slows the consumer's pursuit of civil litigation. He gives the background to the Ohio lemon law and explains its terms. He also discusses the specific obligations of manufacturers under the

dispute resolution provision.

In his analysis of the provision, Clark points out that little is required of manufacturers in establishing dispute resolution programs and that there is no incentive for manufacturers to upgrade those mechanisms. He recommends mandatory certification of manufacturers' dispute resolution mechanisms or, in the alternative, state-run arbitration programs. He discusses the experiences of other states that have adopted one or both approaches. Clark points out the constitutional considerations surrounding lemon law arbitration provisions and discusses two federal cases that raised these issues.

Oklahoma

1. Jeanne Rehberg, Comment, *Buyer's Remedies for a Defective Automobile: The U.C.C. Versus the Oklahoma Lemon Law*, 21 Tulsa L.J. 318 (1985), 34 pages.

Jeanne Rehberg evaluates the Oklahoma lemon law as compared to pre-existing remedies available to purchasers of defective cars under Oklahoma law. She discusses the remedies that buyers previously utilized under the UCC, such as revocation of acceptance, rejection, and breach of warranty. She also explains the provisions of the MMWA and how the Act was used to obtain a refund or replacement of the automobile.

Rehberg describes the lemon law regarding the entities it includes and excludes, the rights it creates, the manufacturers' affirmative defenses, pre-litigation procedures, and the remedies it preserves. To better benefit consumers, she suggests the law be amended to reflect the Connecticut lemon law. Specifically, she recommends amendments that would extend the length of coverage, give buyers the choice of refund or replacement, ensure that replaced ve-

hicles are comparable to the original, define “substantial impairment” in more objective terms, reduce the requisite days out-of-service from forty-five to thirty, and require objective, certified informal dispute settlement programs. The appendix includes a reprint of the Oklahoma lemon law and contains a listing of citations to other state lemon laws.

Texas

1. Ayala Alexopoulos, Comment, *A New Twist for Texas “Lemon” Owners*, 17 St. Mary’s L.J. 155 (1985), 28 pages.

Ayala Alexopoulos introduces the Texas lemon law. She reviews Texas case law to illustrate the problems consumers faced utilizing the UCC and the state’s deceptive trade practices act. She summarizes the provisions of the lemon law, pointing out its unique provision that requires consumers to submit their cases first to the Texas Motor Vehicle Commission, a state agency, as opposed to a manufacturer-sponsored arbitration program. The lemon law is also unique in that decisions of the commission are admissible in evidence if the manufacturer appeals the decision, but are not likewise admissible if the consumer requests the appeal.

Alexopoulos reviews the constitutional attack of the lemon law that arose from these unique provisions. In *Chrysler Corp. v. Texas Motor Vehicle Ass’n*,¹² the Fifth Circuit upheld the statute, declaring that submission to hearing by the commission did not deny the manufacturer’s due process or equal protection.¹³ The author analyzes the provision and asks how it can be justified. She finds that the route chosen by the Texas legislature for settlement of warranty disputes is justified, because it places consumers on a more level playing field with

manufacturers.

2. Darby Riley, *Squeezing the Lemon—Helping Texas Consumers With New Car Problems* (Symposium: *Consumer Protection and the Texas Deceptive Trade Practices Act*), 20 St. Mary’s L.J. 617 (1989) 18 pages.

Darby Riley summarizes several remedies that the Texas lemon law offers. She details the requirements of the statute: including the consumer must timely notify; the manufacturer/distributor must be unable to correct the defect; and the defect substantially impairs the value of the car. Riley also notes the drawbacks of the Texas lemon law: limiting the maximum relief available; preventing recovery of attorney’s fees; assessing finance charges or incidental and consequential damages; requiring retention of the vehicle and assessing continued finance payments while adjudicating; tolerating a serious case backlog; and litigating against the seasoned attorneys of manufacturers. However, this law may be useful in obtaining an expedient resolution by using it concurrently with other remedies, including the Texas Deceptive Trade Practices Act (“DTPA”).

Riley notes that DTPA may be used with various provisions of the Texas Business and Commerce Code to revoke the consumer’s acceptance, recover the purchase price and attorney’s fees, and rescind the sales contract. By combining the available remedies, consumers may find sufficient recourse and give manufacturers the incentive to make proper and timely repairs.

Utah

1. Lloyd A. Hardcastle, *Recent Developments, Recent Developments in Utah Law (New Motor Vehicle Warranties)*, 1986 Utah L. Rev. 162-71,

9 pages.

Lloyd Hardcastle presents Utah's New Motor Vehicle Warranties Act. He explains the provisions of the Act with respect to its purpose, who it protects, and what it requires of the parties it reaches. He explains the problems that arose for defective car buyers under the UCC prior to the lemon law and how the legislature attempted to remedy these problems by enacting the statute. Hardcastle also shares manufacturers' reactions to the lemon law and the probable impact the statute could have on their industry. He compares the provisions of the Utah lemon law to those of other states, noting significant variations in the state laws and pointing out the possible shortcomings of the Utah statute. Hardcastle explains the statute's most distinctive feature: providing for administrative enforcement of the lemon law as opposed to requiring consumers to use their own private attorneys.

Virginia

1. Carol S. Nance, Comment, *Virginia's Lemon Law: The Best Treatment for Car Owner's Canker?*, 19 U. Rich. L. Rev. 405

(1985), 24 pages.

Carol Nance introduces Virginia's Motor Vehicle Warranty Enforcement Act. She describes the Virginia Supreme Court's decision in *Gasque v. Mooers Motor Car Co.*,¹⁴ the case that prompted the Virginia legislature to enact the state's lemon law. With only the provisions of the UCC as an applicable remedy, the plaintiffs were unsuccessful in obtaining a refund or replacement of the defective vehicle. Nance explains the provisions of the UCC and the MMWA and demonstrates the drawbacks that surfaced in cases where faulty automobiles were at issue.

She explains the FTC arbitration regulations under the MMWA and points out the failings of non-FTC approved arbitration mechanisms within the state. She examines the Better Business Bureau's pre-existing automobile arbitration program as an indication of future informal dispute settlements under the lemon law. Nance then reviews the lemon law itself, pointing out its flaws and making several recommendations to strengthen the law. Her most emphatic suggestion calls for a definition of what defects will constitute a "significant impairment" under the lemon law. She predicts this issue may be a major stumbling block for litigants.

E N D N O T E S

¹CONN. GEN. STAT. ANN. §§ 42-179 to -186 (West 1993 & Supp. 1995).

²ALA. CODE §§ 8-20A-1 to -6 (1993); ALASKA STAT. §§ 45.45.300-.360 (1994); ARIZ. REV. STAT. ANN. §§ 44-1261 to -1265 (1994); ARK. CODE ANN. §§ 4-90-401 to -417 (Michie Supp. 1993); CAL. CIV. CODE § 1793.2 (West 1985 & Supp. 1995); COLO. REV. STAT. §§ 42-10-101 to -107 (Supp. 1994); CONN. GEN. STAT. §§ 42-179 to -186 (West 1993 & Supp. 1995); DEL. CODE ANN. tit. 6, §§ 5001-5009 (1993 & Supp. 1994); D.C. CODE ANN. §§ 40-1301 to -

1309 (1981 & Supp. 1995); FLA. STAT. ANN. §§ 681.10-.117 (West Supp. 1995); GA. CODE ANN. §§ 10-1-780 to -794 (Harrison 1990); HAW. CODE ANN. §§ 4811-1 to -4 (Supp. 1992); IDAHO CODE §§ 48-901 to -909 (Supp. 1994); ILL. COMP. STAT. ch. 815 § 380/1-8 (West 1994); IND. CODE ANN. §§ 24-5-13-1 to -24 (Burns 1991 & Supp. 1994); IOWA CODE ANN. §§ 322G.1-.15 (West Supp. 1995); KAN. STAT. ANN. §§ 50-645 to -646 (1994); KY. REV. STAT. ANN. §§ 367-840 to -846 (Baldwin 1994); LA. REV. STAT.

ANN. §§ 51:1941-:1948 (West 1987 & Supp. 1995); ME. REV. STAT. ANN. tit. 10, §§ 1161-1169 (West Supp. 1995); MD. CODE ANN. COM. L. II §§ 14-1501 to -1504 (1991 & Supp. 1994); MASS. GEN. LAWS ANN. ch. 90, § 7N 1/2 (West 1989 & Supp. 1995); MICH. COMP. LAWS ANN. §§ 257.1401-.1410 (West 1990 & Supp. 1995); MINN. STAT. ANN. § 325F.665 (West 1995); MISS. CODE ANN. §§ 63-17-151 to -165 (1989 & Supp. 1994); MO. REV. STAT. §§ 407.560-.579 (1986 & Supp. 1993); MONT. CODE ANN. §§ 61-4-501 to -533

(1993); NEB. REV. STAT. §§ 60-2701 to -2709 (1993); NEV. REV. STAT. ANN. § 597.630 (Supp. 1994); N.H. REV. STAT. ANN. 357-D:1 (1995); N.J. STAT. ANN. §§ 56:12-29 to -49 (West Supp. 1995); N.M. STAT. ANN. §§ 57-16A-1 to -9 (Michie 1987 & Supp. 1994); N.Y. GEN. BUS. L. §§ 198-a to 199 (McKinney 1988 & Supp. 1995); N.C. GEN. STAT. §§ 20-351.1 to .10 (1994 & Supp. 1994); N.D. CENT. CODE §§ 51-07-16 to -22 (1989 & Supp. 1993); OHIO REV. CODE ANN. §§ 1345.71-.77 (Anderson 1993); OKLA. STAT. ANN. tit. 15, § 01 (West 1993); OR. REV. STAT. §§ 646.315-.375 (1993 & Supp. 1994); PA. STAT. ANN. tit. 73, §§ 1951-1963 (1993); R.I. GEN. LAWS §§ 31-5.2-1 to -13 (1994 Republished); S.C. CODE ANN. §§ 56-28-10 to -110 (Law. Coop. 1991 & Supp. 1994); S.D. CODIFIED LAWS ANN. §§ 32-6D-1 to -11 (Supp. 1995); TENN. CODE ANN. §§ 55-24-201 to -212 (1993 & Supp. 1994); TEX. REV. CIV. STAT. ANN. art 4413(36) § 6.07 (West Supp. 1995); UTAH CODE ANN. §§ 13-20-1 to -7 (1992 & Supp. 1994); VT. STAT. ANN. tit. 9, §§ 4170-4181 (1993); VA. CODE ANN. §§ 59.1-207.9 to .16:1 (Michie

1992 & Supp. 1994); WASH. REV. CODE ANN. §§ 19.118.005-.904 (West 1989 & Supp. 1995); W. VA. CODE §§ 46A-6A-1 to -9 (1995); WIS. STAT. ANN. § 218.015 (West 1994, Supp. 1994 & Interim Supp. June 1995); WYO. STAT. § 40-17-101 (1993).

³ Roger R. Billings, Jr., *HANDLING AUTOMOBILE WARRANTY AND REPOSSESSION CASES* § 4.1 (1992).

⁴ See generally, Joan Vogel, *Squeezing Consumers: Lemon Laws, Consumer Warranties, and a Proposal for Reform*, 1985 Ariz. St. L.J. 589 (1989) (describing the increased protection that lemon laws provide for consumers).

⁵ For purposes of this bibliography, "lemon law" refers to typical state-enacted "repair or replace" statutes. Other publications may use the phrase in broader terms.

⁶ Over the years, most states have modified their lemon laws in some way. Many of the sources cited in this bibliography were written before these changes took effect and, therefore, may not reflect those changes. Readers of this publication should check all appli-

cable statutes for changes before completing their research.

⁷ Throughout the text, the terms "informal dispute resolution," "informal dispute settlement mechanisms," and "arbitration" are used interchangeably.

⁸ *General Motors v. Abrams*, 703 F. Supp. 1103 (S.D.N.Y. 1989).

⁹ *Motor Vehicle Manufacturers Ass'n v. Abrams*, 697 F. Supp. 726 (S.D.N.Y. 1988).

¹⁰ *Id.* at 729.

¹¹ *Motor Vehicle Ass'n v. State*, 550 N.E.2d 919 (N.Y. 1990).

¹² *Chrysler Corp. v. Texas Motor Vehicle Ass'n*, 755 F.2d 1192 (5th Cir. 1985).

¹³ *Id.* at 1202. Rejecting the automobile manufacturer's claim that the Texas lemon law violated the Equal Protection Clause of the Fourteenth Amendment, the court announced that the lemon law was rationally related to the state's legitimate interest in providing consumers with a remedy for defective automobiles. *Id.*

¹⁴ *Gasque v. Moers Motor Car Co.*, 227 S.E.2d 384 (Va. 1984).

Subscribe to the *Reporter*.

The *Loyola Consumer Law Reporter* is the only publication of its kind.

Four times each year, the *Reporter* brings you clearly written scholarly articles about consumer law, along with news about events, laws, and court decisions you can use in your studies, practice, or daily life. To subscribe, just clip the form below and mail it in with your check.

<hr/> <i>Name</i>	<i>Type of organization:</i>
<hr/> <i>Address</i>	<input type="radio"/> Law library
<hr/>	<input type="radio"/> Law firm
<hr/>	<input type="radio"/> Non-profit
<hr/> <i>City, State and ZIP Code</i>	<input type="radio"/> Individual
	<input type="radio"/> Other (specify): <hr/>
Send this form with your check for \$15 to Loyola Consumer Law Reporter Loyola University Chicago School of Law One East Pearson Street Chicago, Illinois 60611-2055	Let us know what topics would you like to see included in the <i>Reporter</i> .

For a limited list of materials used in preparing the Consumer News and Recent Cases sections, send your request to the appropriate editor at the *Loyola Consumer Law Reporter*, Loyola University Chicago School of Law, One East Pearson Street, Chicago, Illinois 60611-2055. Indicate specifically the volume and issue numbers and the story title, and include five dollars for handling and postage.