What are secondary sources?

- Not themselves the law but discuss or analyze the law

- Secondary sources are *never* binding authority
  - They sometimes can be persuasive.
Secondary Sources

- At the beginning of research
  - Offer good background information
    - Help generate search terms, and
    - Find primary authority (from the footnotes).
During research

- Offer easy to understand explanations of difficult legal concepts

- Help you develop and organize complex arguments, and

- Find additional primary authority to help bolster analysis.
Have helpful tools, which make good research possible

- Tables of Contents
- Indexes
- References to primary authority
- References to other secondary authority
Commonly used secondary sources

- Legal Encyclopedias
- Law Reviews
- Treatises, Hornbooks, and Nutshells
- Restatements
- ALRs
- Model Jury Instructions
Two National Encyclopedias

- **American Jurisprudence 2d – “Am Jur”**
  - Westlaw
  - Lexis
  - In the Library, 1st Floor, Range #107

- **Corpus Juris Secundum – “CJS”**
  - Westlaw
  - In the Library, 1st Floor, Range #108
State-specific Encyclopedias

- Several states have an encyclopedia
  - E.g., Virginia, California, Maryland, Ohio, and New York

- Michie’s Jurisprudence of Virginia and West Virginia
  - Lexis
  - Not on Westlaw
  - Library, 1<sup>st</sup> Floor
    - Range #121
  - Library, 2<sup>nd</sup> Floor
    - Range #228-229
35 C.J.S. *False Imprisonment* § 1 (1999)


- Bb Rule B8.1, p. 23
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- Bb Rule B9.1.1, p. 24
- Bb T. 13, p. 444-67
Treatises

Nimmer on Copyright

LEXIS Publishing

Nimmer on Copyright

50°

Nimmer on Copyright

50°

Nimmer on Copyright

50°
Hornbooks, Nutshells, Study Aids

- **Hornbook**
  - E.g., *Constitutional Law* by Nowak & Rotunda
  - E.g., *Understanding Civil Procedure*

- **Nutshell**
  - E.g., *Legal Research in a Nutshell*
  - E.g., *Law and Economics in a Nutshell*

- **Other study aids**
  - E.g., Sum & Substance audio discs
    - Contracts, criminal law, etc.
  - Gilbert Law Summaries

- **See West Online Study Aids**

- Bb Rule B8, p. 23
West Study Aids Online

- Study aids, case briefs, Hornbooks
Available Restatements

- Agency
- Conflict of Laws
- Contracts
- Employment Law
- Foreign Relations of the United States
- Judgments
- Law Governing Lawyers

- Property
- Restitution & Unjust Enrichment
- Security
- Suretyship and Guaranty
- Torts
- Trusts
- Unfair Competition
- Restatement (Second) of Torts § 35 (1965).

- Bb Rule B5.1.3, p. 17
WHEN IS INSTRUMENT “PAYABLE ON DEMAND OR AT A DEFINITE TIME” AS REQUIRED TO CONSTITUTE NEGOTIABLE INSTRUMENT UNDER §§ 3–104(a)(2), 3–108(a, b) OF UNIFORM COMMERCIAL CODE

by

Jay M. Zitter, J.D.

To be a negotiable instrument within Article 3 of the Uniform Commercial Code, a writing must satisfy a fair number of requirements. For example, it must be payable on demand or at a definite time, as per Revised Code § 3–104(a)(2). Under Revised Code § 3–108(a), a promise or order is payable on demand if it states that it is payable on demand or at sight, otherwise indicates that it is payable at the will of the holder, or does not state any time of payment. Revised § 3–108(b) expands the definition of a promise or order payable at a definite time. In Northern Bank v. Pefferoni Pizza Co., 252 Neb. 321, 562 N.W.2d 374, 32 U.C.C. Rep. Serv. 2d (CBC) 866, 71 A.L.R.5th 789 (1997), the court held that a promissory collateral note assigned as security for the payee’s underlying obligation signed as security for the payee’s underlying obligation containing a clause allowing renegotiation of the repayment terms up to 84 months after the date of closing was not a negotiable instrument, as it was not within the UCC as being payable either on demand or at a definite time. However, other courts have reached a variety of conclusions, depending on the particular facts as the following annotation illustrates.
|---------------------------------------------------------------|

- **volume**: 97
- **A.L.R. and series**: A.L.R.3d
- **starting page**: 688
- **year**: 1980

**Bb. Rule 16.7.6, p. 156**
Introduction to Secondary Resources

http://www.cali.org/lesson/721