

Easy eBook reading in your browser

Using the **Read now** browser reading capability with LexisNexis[®] eBooks gives you a look and feel that's similar to reading printed books—along with functionality that only the digital world can offer, such as Lexis+[™] or Lexis[®] hyperlinks and electronic annotation. Use **Read now** for the best online or mobile browser reading experience. No added software required.*

Take advantage of in-browser reading

1. INTUITIVE NAVIGATION GIVES YOU REAL CONFIDENCE.

After purchase, from the Download Center, click **Read now** to begin reading in your web browser. Easily turn pages, navigate, hyperlink and more. You'll see easy citation instructions in the front of each eBook.

Х

Take advantage of these navigation features.

- Page margins. Click or tap to turn pages, or use keyboard right/left arrow keys; use keyboard spacebar to move forward and use shift + spacebar to go backward.
- Book mark and menu options. These features are located in the top right corner.
- Color-coded links add clarity: blue links go to information within the eBook and green links are external, taking you to LexisNexis[®] online research and the internet.
- Navigation bar. Tool across the bottom of the screen provides easy access to print, table of contents, find, navigation, annotations, highlight and settings.

his wife in good health was essential to the financing of the purchase. The court diminsed the complaint¹⁰ See Corbin on Contracts: Force Majeure and Impossibility of Performance Resulting From COVID-19 § 3.01 [Performance Made Impossible by Death or Illness]; § 3.04 [Failure of Source of Supply].

[3] The Lessons of the Pandemio

[A] Government Action Forcing Businesses To Close Is the Most Likely Reason To Excuse Contractual Performance

In the COVID-19 pandemic, the vast majority of the disruptions to contractual relations has been caused by government action shorting down businesses or causing commercial lemants to be outed from the spaces they rent with stay-athome orders. These orders were in response to the pandemic itself, which can be viewed as the diffusing cause.

The COVID-19 pandemic is not the first time the government has ordered businesses to Close A government mortwirum may suspend or dividange contextual duties. Corbs on Contextual Values and Impossibility of Performance Renaling From COVID-15 & 4.07 [Effect of Government [Second] of Contextual to this doctrine, and Residences (Second) of Contextual § 24 of the Boh permit contextual performance to be excused by necessary compliance with any foreign law as other box developments of the Second Seco

[B] Partial and Temporary Disruption Due to Government Shutdowns Often Is Deemed an Inadequate Defense

In some juridictions at least, it seems to be difficult for a business that has not been fully simu to be excused of its obligations merely because its business has been partially retricted by a government order. *Ligo's*. *Marpipi*⁰ involved he lease of property in the hear of Los Angeles signed just before the United States entered World War II. The lease retricted the lease to sell only new automobiles. Pervasive mobilization for war in the United States was already underway at the immediate of any summobiles was common knowledge. The lease's effort to be excused through fluttation of purpose was rejected because of the clear foreseeability that new automobiles would not be available for ale andimportantly-tube to the leasor's willingness to varies the lease retrictions allow the lease to sell used automobiles and to repair automobiles. Thus, the value of the lease to value of theroyed. The COVID-19 case In re CEC Entertainment⁴⁴ discusses Lloyd v. Marphy. In CEC, the court examined numerous leases and concluded that they required the commercial tenant to continue to pay rent even during a government abundown. The court looked to the Lloyd v case for guidance.

Z I

Ic court tookes to the Luye calles for guarance. In Lloyd v. Marphy, the lesses results space "for the sole purpose of conducting ... the burnness of displaying and selling new automobiles (including the servicing and reparing thereof and of selling petroleum product of a major of company) and for a other purpose whatever without the written consent of the lessor except to make an occasional sale of a used automobile "... During World War II, the federal government restricted the sale of new automobiles ... Due to the government restrictions, the lessor orally waived the lesse's restriction on use and offseed to reduce the rest if the lesses could not possite portably... Neutralies, the lesser vacated the premises The lessor filed uuit and the lesse asserted that flutration of purpose excussed the lesse.

percommerce unproteiners, constructurate a new The value of the lease at issue was not destroyed because "[t]he sale of automobile was not made impossible or illegal but marshy restricted and if governmental regulation does not entirely prohibit the butmess to be carried on in the leased premises but only hinto a restrict it, theyevery making al lease profinable and more difficult to continue, the lease is not terminated or the lease excused from further performance" Because the value was not destroyed, furthation was imagrophize. The Supreme Court noted that a contrary result would undermine the centiany of contracts and encourage lingation whenever government regulations negatively impact profitability....

Like in Lloyd, the governmental restrictions here restrict, rather than destroy, the purpose of CEC's California leases. $^{\rm 500}$

See Corbin on Contracts: Force Majeure and Impossibility of Performance Resulting From COVID-19 § 5.01 [Frustration of Purpose Justifying Nonperformance]

In the context of the sale of goods under the Uniform Commercial Code, if government demands can be satisfield without substantially interfraing with customer contract, the seller is not discharged form in performance obligations under the contracts. When full performance is impossible or impracticable because



2. DYNAMIC TABLE OF CONTENTS.

Use the Table of Contents to easily navigate to a specific section or chapter within the title.

able of Contents	Print Hide
Part IV. Conducting the Monitorship	70%
- Standard 24-4.1 Professionalism	70%
- Standard 24-4.2 Access to Records, Persons and Information	74%
- Standard 24-4.3 Scheduled Reports and Other Reports and Communications	79%
- Standard 24-4.4 Monitor Recommendations	85%
- Standard 24-4.5 Indemnification	88%

3. ADD HIGHLIGHTING AND ANNOTATIONS.

Turn on text highlighting by clicking **Highlight** on the bottom navigation bar to activate function. Click or hold a word, then drag to select the text. Choose a color and/or make a note visible only to you. You can copy a passage link, copy with citation, find or define.



Click the **Annotations** tab from the navigation bar to review all your notes/ highlights easily.

Annotations	Print	Hide
STANDARD 24-3.2 MODIFICATIONS become the subject of more than one monitorship. In such a case, it may be — Host Organization reference JUN	15	61%
To facilitate any type of modification to the Agreement, the Standards provide — review this section 15 JUN		61%
STANDARD 24-3.3 MONITOR WORK PLAN The Monitor may also find it valuable to consult the relevant employees of the TODAY		63%

Learn more about LexisNexis eBooks by visiting lexisnexis.com/eBooks.

If you have questions, please contact the customer support line: 877.516.8256 (M – F, 8 a.m. – 8 p.m. ET)

*Read now requires an online connection. If you need to work offline, we suggest an epub reader such as Adobe[®] Digital Editions or Kindle[®].

