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ARTICLES

- “The Divorce Revolution” Revisited: A Counter-Revolutionary Critique 251
Jed H. Abraham

This Article is an extensive critique of Lenore J. Weitzman's The Divorce Revolution. Mr. Abraham generally questions the reliability of Weitzman's research data and Weitzman's contention that no-fault divorce statutes and the law of equitable distribution of marital property allow a husband to abandon a marriage with no “penalty” other than a half share of marital property together with meager support obligations, yet retain the most productive “family” asset: his career.

- U.C.C. Section 2-702(2): A Unsecured Seller's Right to Reclaim Goods 299
William C. Sturm

This Article is an analysis of the commercial setting in which a seller ships goods to a purchaser on credit and later discovers the buyer is insolvent. Under the Uniform Commercial Code, a possibility exists that the seller can recover the goods. This Article explores the rights and remedies available to the seller, and examines the problematic history of Uniform Commercial Code Section 2-702(2) as it relates to this problem.

COMMENTARIES

- RICO and the Rule of Lenity 331
The Honorable Ellsworth A. Van Graafeiland

Since its enactment in 1970, RICO has been somewhat problematic in its application. This Commentary explores some of the interpretational problems encountered by federal courts regarding certain RICO provisions from the perspective of a Judge for the Second Circuit Court of Appeals. The Commentary contends that, although Congress intended the law to be liberally construed, the statute's ambiguity demands strict construction in favor of lenity.

The Illinois Mortgage Foreclosure Act and Installment Contracts:
 Filling in the Gaps 349
 Robert Kratovil

This Commentary examines the new Illinois Mortgage Foreclosure Act as it relates to installment contracts. The Commentary is intended as a practical guide to complying with paragraph 15-1106 of the Act by filling in the gaps between current real estate contract forms and what is required by the statute.

Generalizing from Facts in Predicting Court Cases 369
 Stuart S. Nagel

This Commentary illustrates how case outcomes and damages can be predicted through the use of simple averaging procedures. The process involves an estimation of probabilities of victory and damages likely to be awarded for each relevant factual matter, and then a calculation of an average estimate used to obtain an overall victory probability and probable damages. This Commentary applies the Policy/Goal Procedure (P/G%) decision-aiding software for attorneys, which was lauded by the Supreme Court in Ballew v. Georgia, through concrete examples.

COMMENT

Attorney Fee Shifting: The Sanctioning Power of Section 1927
 of Title 28, United States Code 393

This Comment examines the shifting of attorneys' fees under the courts' inherent power, Federal Rule of Procedure 11, and 28 United States Code, Section 1927. The Comment concludes that the power to sanction is non-uniform and weak. The Comment advocates a statutory interpretation of Section 1927 that supplies courts with the power to sanction attorneys for subjective as well as objective misconduct. Under this interpretation, the courts are given the comprehensive power to shift attorneys' fees.

CASENOTE

Of Courts, Clauses and Native American Culture: *Lyng v. Northwest Indian Cemetery Protective Association* 419

This Casenote discusses the Supreme Court opinion in Lyng v. Northwest Indian Cemetery Protective Association, which approved road construction across land held sacred by various North American Indian tribes. The Note examines the free exercise clause of the first amendment under which the Indians challenged the Forest Service project, and that clause's development through constitutional case law as a guarantee of fundamental religious rights. This Note suggests that the Court's incremental departure from strict scrutiny analysis in free exercise controversies has, at least for Native Americans, culminated with the decision in Lyng.