

**QUESTION 5 THE ANSWER TO THIS QUESTION SHOULD GO IN BLUEBOOK
II OR IN EXAMPLIFY ANSWER SCREEN 5**

Brandon Biggs is an avid art collector. In February 2016, he paid \$20,000 to Sasha Sloan to purchase a painting purported to be the original work of world-renowned artist Josh Landing. The painting was included in Sasha's extensive private art collection for several years prior, and she occasionally sold pieces in her collection. Prior to the sale for which there was a writing, Brandon personally inspected the painting, was anxious to purchase, considered the price very attractive, and relied on an accompanying certificate of authenticity. Sasha had also relied on that certificate of authenticity at the time she acquired the artwork. Upon purchase, Brandon took possession of the painting and initially placed it in storage for two years. He then displayed the painting in his home for another two years. Convinced that the value of the painting had surely increased following the artist's then recent death, Brandon had it professionally appraised in February 2020 and learned for the first time that it was not an authentic Josh Landing piece. A second appraiser immediately and easily confirmed the lack of authenticity. Brandon then notified Sasha that he no longer wanted the painting because it was not an original Landing work, and demanded return of the purchase price.

Applying Michigan's version of the Uniform Commercial Code, discuss whether Brandon is entitled to recover damages against Sasha with respect to the sale. Include in your discussion whether deeming the transaction commercial in nature affects the analysis.

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