

(11) "Contract" means the total legal obligation which results from the parties' agreement as affected by Titles 1 through 10 of this article and any other applicable rules of law (Compare "Agreement.")

(12) "Creditor" includes a general creditor, a secured creditor, a lien [creditor] CREDITOR, and any representative of creditors, including an assignee for the benefit of creditors, a trustee in bankruptcy, a receiver in [equity] EQUITY, and an executor or administrator of an insolvent debtor's or assignor's estate.

(13) "Defendant" includes a person in the position of defendant in a cross action or counterclaim.

(14) "Delivery" with respect TO AN ELECTRONIC DOCUMENT OF TITLE MEANS VOLUNTARY TRANSFER OF CONTROL AND WITH RESPECT to instruments, TANGIBLE documents of title, chattel [paper] PAPER, or certificated securities means voluntary transfer of possession.

(15) "Document of title" [includes bill of lading, dock warrant, dock receipt, warehouse receipt or order for the delivery of goods, and also any other document which] MEANS A RECORD (I) THAT in the regular course of business or financing is treated as adequately evidencing that the person in possession OR CONTROL of [it] THE RECORD is entitled to receive, CONTROL, [hold] HOLD, and dispose of the [document] RECORD and the goods [it] THE RECORD covers AND (II) THAT PURPORTS TO BE ISSUED BY OR ADDRESSED TO A BAILEE AND TO COVER GOODS IN THE BAILEE'S POSSESSION WHICH ARE EITHER IDENTIFIED OR ARE FUNGIBLE PORTIONS OF AN IDENTIFIED MASS. THE TERM INCLUDES A BILL OF LADING, TRANSPORT DOCUMENT, DOCK WARRANT, DOCK RECEIPT, WAREHOUSE RECEIPT, AND ORDER FOR DELIVERY OF GOODS. AN ELECTRONIC DOCUMENT OF TITLE MEANS A DOCUMENT OF TITLE EVIDENCED BY A RECORD CONSISTING OF INFORMATION STORED IN AN ELECTRONIC MEDIUM. A TANGIBLE DOCUMENT OF TITLE MEANS A DOCUMENT OF TITLE EVIDENCED BY A RECORD CONSISTING OF INFORMATION THAT IS INSCRIBED ON A TANGIBLE MEDIUM. [To be a document of title, a document must purport to be issued by or addressed to a bailee and purport to cover goods in the bailee's possession which are either identified or are fungible portions of an identified mass.]

(16) "Fault" means wrongful act, omission or breach.

(17) "Fungible" with respect to goods or securities means goods or securities of which any unit is, by nature or usage of trade, the equivalent of any other like unit. Goods which are not fungible shall be deemed fungible for the purpose of Titles 1 through 10 of this article to the extent that under a particular agreement or document unlike units are treated as equivalents.

(18) "Genuine" means free of forgery or counterfeiting.

(19) "Good faith" means honesty in fact in the conduct or transaction concerned.

(20) "Holder" [with respect to a negotiable instrument,] means:

(A) [the] THE person in possession [if the instrument] OF A