Reviews

A Casebook for All Seasons?

CASES AND MATERIALS ON CONTRACTS: 5th EDITION. By E. Allan Farnsworth† & William F. Young.‡ Westbury, New York: Foundation Press, 1995. Pp. xxx, 1006.

*Reviewed by Geoffrey R. Watson**

By any measure, Farnsworth & Young's *Cases and Materials on Contracts*[1] is one of the leading American casebooks on contracts, perhaps the leading casebook. It is the most widely-used American casebook on the subject, having been adopted at over one hundred American law schools.[2] Its authors are distinguished professors at Columbia Law School, and Farnsworth is particularly well known as reporter of the Restatement (Second) of Contracts[3] and the author of the leading modern treatise on contracts.[4] The casebook just entered its fifth edition—itself an achievement in a crowded market in which some casebooks never make it past a first edition. In fact, the "fifth edition" is really the ninth edition of a casebook first published by

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1. E. ALLAN FARNSWORTH & WILLIAM F. YOUNG, CASES AND MATERIALS ON CONTRACTS (5th Ed. 1995).

2. *See Press Release: More Book News from the Foundation Press*, (Foundation Press), October 1995, at 1 (describing the book as "the bestselling course book in the field"); Foundation Press, List of Adoptions for Farnsworth & Young, *Contracts* (5th edition) (listing 103 adoptions for the 1995-96 school year) (on file with author).

3. *See* RESTATEMENT (SECOND) OF CONTRACTS compiler's note (1980). The first reporter was Professor Robert Braucher, who served until he was appointed to the Supreme Judicial Court of Massachusetts in 1971. *See id.* Braucher was primarily responsible for Chapters 1-5, part of Chapter 9, and Chapters 13-15 of the second Restatement. Farnsworth was primarily responsible for the rest. *See also* J. Clark Kelso, Book Review, 5 TRANSNAT'L LAW. 335, 335 n.1 (1992) (reviewing E. ALLAN FARNSWORTH, UNITED STATES CONTRACT LAW (1991)).

4. *See* E. ALLAN FARNSWORTH, CONTRACTS (2d ed. 1990).

Professor Edwin W. Patterson in 1935, a book that eventually gathered two co-authors and made it to a fourth edition.[5]

Part I of this Review considers the book's merits as a tool for teaching contract doctrine. In this respect the book excels. Part II considers it as a tool for introducing students to broader perspectives on contract law. In this respect the book's success is somewhat less complete.

I.

The organization of the fifth edition, like that of the fourth, is generally sensible. It begins with bases for enforcing promises, then takes up mutual assent, the Statute of Frauds, "policing the bargain," remedies, interpretation, performance, breach, impracticability, frustration, beneficiaries, and assignment and delegation. There is a certain chronological logic to this order of presentation: it follows the life of a contract, beginning with formation, moving to defenses, and finally turning to performance and breach. Obviously the chapter on remedies violates this logic, but this seems a sensible compromise: remedies are too important to leave for the last few rushed weeks of class. Arguably the chapters on beneficiaries and assignment and delegation belong in the formation part of the book as well; indeed, I and other professors cover some of this material just before or after the chapter on the Statute of Frauds. Most professors, however, probably do not regard these subjects as essential for the first year, so again their placement in the back of the book is quite sound.[6]

Although the book saves most of remedies for the middle of the course, it also introduces remedies in a short opening section.[7] This segment immediately precedes the material on enforcing promises. It is designed to help the students understand what it means to "enforce" a promise—providing substitutional relief in the form of damages, or

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5. *See* EDWIN W. PATTERSON, GEORGE W. GOBLE & HARRY W. JONES, CONTRACTS: CASES AND MATERIALS (4th ed. 1957); E. Allan Farnsworth, *Casebooks and Scholarships: Confessions of an American Opinion Clipper*, 42 Sw. L.J. 903, 907 (1988) (describing the evolution of the Patterson casebook); *id.* at 905 n.3 (noting that Farnsworth & Young is really an update of the Patterson book); FARNSWORTH & YOUNG, *supra* note 1, at 352 n.a (noting that Patterson was responsible for four editions of the "predecessor" of the casebook).

6. The teacher's manual contains helpful suggestions on what materials can be cut and what are essential. *See* E. ALLAN FARNSWORTH & WILLIAM F. YOUNG, CONTRACTS: MANUAL FOR TEACHERS v-vi (1995). In general, however, the teacher's manual is not the book's greatest asset. Some new teachers will doubtless be frustrated by the occasional unanswered question in the manual. It is one of the few teacher's manuals on the market that envisions a Socratic dialogue between the professor and the casebook editor.

7. FARNSWORTH & YOUNG, *supra* note 1, at 1-44.

occasionally specific relief in the form of an injunction. Many teachers, myself included, skip this section and return to it while covering the main chapter on remedies. I find that I can introduce these themes by using the cases on consideration, restitution, and reliance that immediately follow. Moreover, the cases in that segment either seem too uninteresting (e.g., *White v. Bentkowski*[8]) or too rich (e.g., *Sullivan v. O'Connor*[9]) for the first week of class. *Sullivan* is a great case, but it raises a variety of issues—for example, intent to be legally bound—that profit from exposure to the materials on mutual assent in Chapter Two. The casebook editors envision that we consider *Sullivan* at both points,[10] but that seems to slow things down. It is easier to consider the case all at once.

Even so, Farnsworth & Young have done well to accommodate different tastes by including this segment on remedies.[11] It does present some material that can serve as a foundation for more complex concepts to come. For example, the note on the economics of remedies usually proves eye-opening for students. It is usually easier for them to grasp the concept of efficient breach presented here than economic analysis of formation doctrine. A newcomer to economics can easily understand why it is inefficient to force parties to adhere to a contract when everyone would be better off after breach. But a newcomer will not so easily understand Posner's present-value argument for enforcing gratuitous promises, which is presented in the section on consideration.

The editors' decision to begin with theories of obligation rather than mutual assent is eminently sound, but it does raise interesting pedagogical issues. Consideration doctrine hits the student with a surprise right away—namely, that the primary basis for enforcement of a promise is getting something in return, not putting the promise in writing. This discovery helps the student realize that there is sometimes a disconnect between the law on the books and the law on the street. It helps the student understand why people might pay an attorney to work on a contract problem. Consideration doctrine

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8. 155 N.W.2d 74 (Wis. 1967) (holding that breach of contract does not give rise to punitive damages), *reprinted in* FARNSWORTH & YOUNG, *supra* note 1, at 14.

9. 296 N.E.2d 183 (Mass. 1973) (holding plastic surgeon liable on promise to provide plaintiff with a more beautiful nose, and imposing "reliance" damages), *reprinted in* FARNSWORTH & YOUNG, *supra* note 1, at 7.

10. *See* FARNSWORTH & YOUNG *supra* note 1, at 147-48 (referring back to *Sullivan* and adding three notes to the case).

11. Of course, theirs is not the only casebook to use this approach. *See, e.g.*, ROBERT S. SUMMERS & ROBERT A. HILLMAN, CONTRACT AND RELATED OBLIGATION: THEORY, DOCTRINE, AND PRACTICE 33-43 (1992) (providing a general introduction to theories of obligation and remedies).

induces in many students a healthy skepticism about the wisdom of legal doctrine. And it disabuses them of the notion that the study of contracts will be a tedious exercise in formalism, in memorizing rules about fine print. Consideration doctrine is also useful for teaching case-reading skills. It is an excellent vehicle for teaching how to draw relevant (and irrelevant) distinctions between cases. With a little prodding, students prove remarkably adept at distinguishing a case like *Webb v. McGowin*[12] from a case like *Mills v. Wyman*.[13]

That said, there is an equally strong case to be made for starting with mutual assent rather than consideration. Most contract teachers seem to agree that offer and acceptance is more accessible than consideration doctrine, which suggests it might serve as a better introduction to the course. A number of other casebooks[14]—including the forerunner to Farnsworth & Young itself[15]—have taken this tack. Like consideration doctrine, offer and acceptance soon teaches the student that there is more to contract than memorizing what goes in fine print and that the law is not a collection of immutable bright-line rules. One problem with mutual assent is that it is an enormous topic; covering it first might prolong it unnecessarily because class moves slowly at the outset. Knapp and Crystal,[16] however, have managed to address this problem by treating "classical" offer and acceptance law in their first full chapter, and saving more complex modern problems—options, the "battle of the forms," precontractual

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12. 168 So. 196 (Ala. Ct. App. 1935), *cert. denied* 168 So. 199 (Ala. 1936) (enforcing a promise to reward promisee for having saved promisor's life), *reprinted in* FARNSWORTH & YOUNG, *supra* note 1, at 68.

13. 3 Pick. 207 (Mass. 1825) (declining to enforce father's promise to reward Good Samaritan for having sheltered and cared for father's dying son), *reprinted in* FARNSWORTH & YOUNG, *supra* note 1, at 67. Unfortunately, this new edition of the casebook has chopped *Mills* down to a one-page "note case," omitting the court's discussion of moral obligations that can be enforced, and even omitting the court's colorful reference to "the internal forum, as the tribunal of conscience has been aptly called . . ." *Compare id. with* E. ALLAN FARNSWORTH & WILLIAM F. YOUNG, CONTRACTS: CASES AND MATERIALS 118-20 (4th ed. 1988) (providing a full report of the case) [hereinafter FARNSWORTH & YOUNG, (4th ed.)].

Then again, my fondness for *Mills* may be getting the best of me. *See generally* Geoffrey R. Watson, *In the Tribunal of Conscience:* Mills v. Wyman *Reconsidered*, 71 TUL. L. REV. (forthcoming 1997) (asserting that the father did not make the promise the court said he made, that the son did not die when the court said he did, and that the law did not mandate the result the court said it did).

14. *See, e.g.*, CHARLES L. KNAPP & NATHAN M. CRYSTAL, PROBLEMS IN CONTRACT LAW: CASES AND MATERIALS 25-61 (3d ed. 1993) (taking up mutual assent before consideration); THOMAS D. CRANDALL & DOUGLAS J. WHALEY, CASES, PROBLEMS, AND MATERIALS ON CONTRACTS 1-155 (2d ed. 1993) (similar).

15. *See generally* PATTERSON ET AL., *supra* note 5, at 1-234 (taking up offer and acceptance first).

16. KNAPP & CRYSTAL, *supra* note 14.

liability, and the "agreement to agree"—for a later chapter.[17] This approach seems just as workable as Farnsworth & Young's solution.

Having begun with theories of obligation, the fifth edition of Farnsworth & Young does a good job of choosing and editing relevant cases, though perhaps not as good a job as the fourth edition. The segment on consideration begins with *Hamer v. Sidway*,[18] an old chestnut that combines entertaining facts with a "benefit-detriment" theory of consideration.[19] As a vehicle for teaching doctrine, *Hamer* is not perfect: one is forced almost to teach against the case, to rely on the notes following *Hamer* to show the students the rise of the bargain theory. But as a vehicle for introducing students to the study of law, *Hamer* is terrific. For one thing, its vintage resonates with tradition. Students almost seem to expect their first contracts case to be a dusty old case with quirky facts, and *Hamer* fits the bill. For another, the meandering procedural history of the case, including the assignment of claims and appointment of an executor, provides good practice in case-reading skills. Moreover, the simple facts provide a great running hypothetical for illustrating problems like the conditional gift promise.

The cases in the rest of the chapter are also well chosen, but there are some exceptions. *Fiege v. Boehm*,[20] the case following *Hamer*, seems an odd choice. *Fiege* involves forbearance to assert an invalid claim, a problem well worth covering, but the claim in question is for bastardy—a subject that nervous first-year students (and instructors) may not feel comfortable discussing on the second day of class. The fourth edition used *Fiege* but also included *State v. Bryant*,[21] a claim-

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17. *Compare* KNAPP & CRYSTAL, *supra* note 14, at 25-61 (covering classical offer and acceptance) *with* PATTERSON ET AL., *supra* note 5, at 183-292 (covering modern approaches to mutual assent).

I cannot offer any scientific evidence that one topic is a better starting place than another. For what it is worth, at the end of my contracts course, I always poll my students on whether the course should begin with theories of obligation, mutual assent, or remedies. I always get about half the class favoring theories of obligation, about half the class favoring mutual assent, and a few students favoring remedies. But of course my polling sample is suspect. My students have learned contracts in "chronological" order but have never tried a remedies-first arrangement. They may simply have become accustomed to a poor situation, much like hostages who come to sympathize with their captors.

18. 27 N.E. 256 (N.Y. 1891) (enforcing uncle's promise to pay nephew $5,000 in exchange for nephew's abstaining from alcohol, tobacco, and gambling), *reprinted in* FARNSWORTH & YOUNG, *supra* note 1, at 47.

19. *See* GRANT GILMORE, THE DEATH OF CONTRACT 121-122 n.34 (1974) (asserting that *Hamer* illustrates the New York courts' rejection of the bargain theory).

20. 123 A.2d 316 (Md. 1956), *reprinted in* FARNSWORTH & YOUNG, *supra* note 1, at 55. *Fiege* also graced Patterson's version of the book. *See* PATTERSON ET AL., *supra* note 5, at 297.

21. 697 P.2d 858 (Kansas 1985), *reprinted in* FARNSWORTH & YOUNG (4th ed.), *supra* note 13, at 54.

settlement case that covered the same doctrine in a more neutral setting.

More regrettably, the fifth edition has omitted *East Providence Credit Union v. Geremia*,[22] a difficult but instructive promissory estoppel case. In *Geremia*, a couple supposedly relied to their detriment on a credit company's "promise" to renew their car insurance policy for them. The case can be used to ask whether the company's "promise" was really a threat, and whether the law should "enforce" threats that the threat-maker reasonably expects will induce reliance. (If I promise to break your knees, and you rely on my promise by investing in a security fence, am I liable to you if I break my "promise"?)[23] *Geremia* can also be used to introduce the concept of the moral hazard, as well as to present a difficult consideration issue, well worth some review time in class. *Geremia* will be missed.

Finally, the cases in this chapter have been re-arranged. Restitution doctrine now follows consideration doctrine and precedes promissory estoppel doctrine. At first this re-ordering might seem confusing, but the restitution materials flow quite nicely from the moral-obligation cases that immediately precede them.

The chapter on mutual assent[24] is very well done. It opens with *Lucy v. Zehmer*,[25] which is an excellent introduction to the objective theory of contract. It then moves to cases on offer and acceptance, most of which are a few decades old, and all of which are instructive.[26] Next the book takes up termination of the power of acceptance. Unfortunately, the old classic *Dickinson v. Dodds*,[27] a main case in the fourth edition, has been reduced to a few excerpts in this

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22. 239 A.2d 725 (R.I. 1968), *reprinted in* FARNSWORTH & YOUNG (4th ed.), *supra* note 13, at 99.

23. This hypothetical is loosely based on a series of hypotheticals posed by Professor Tom Holdych in his contracts class at Seattle University School of Law.

24. FARNSWORTH & YOUNG, *supra* note 1, at 138-285.

25. 84 S.E.2d 516 (Va. 1954) (enforcing contract scrawled on the back of a restaurant check, even in the face of evidence that the seller was "high as a Georgia pine"), *reprinted in* FARNSWORTH & YOUNG, *supra* note 1, at 140.

26. Almost all of these cases also appeared in the fourth edition, and many of them also appeared in Patterson's version of the book. *See, e.g.*, PATTERSON ET AL., *supra* note 5, at 1-3 (reprinting Owen v. Tunison, 158 A. 926 (Me. 1932)); *id.* at 6-7 (reprinting Craft v. Elder & Johnston Co., 38 N.E.2d 416 (Ohio 1941)); *id.* at 26 (reprinting Harvey v. Facey, [1893] A.C. 552); *id.* at 31 (reprinting Fairmount Glass Works v. Crunden-Martin Woodenware Co., 51 S.W. 196 (Ky. 1899)); *id.* at 95 (reprinting International Filter Co. v. Conroe Gin, Ice & Light Co., 277 S.W. 631 (Texas 1925)).

27. 2 Ch. Div. 463 (1876) (declining to enforce promise to hold an offer open for lack of consideration, and giving effect to an indirect revocation of the offer).

edition.[28] This may reflect the authors' conviction that the "rule" on indirect revocation in the case is of limited importance.[29] But the case also illustrates the common law's requirement that an option be supported by consideration, and even the indirect-revocation rule is a nice display of the fine lines drawn by classical offer and acceptance law. Now a new case, *Toys, Inc. v. F.M. Burlington Company*,[30] is designed to introduce students to the option contract. It is adequate but more time-consuming than *Dickinson*. Thankfully, the authors have not tampered with the best problem in the book, the contracts-and-ethics problem of the "Philadelphia lawyer."[31] This sly conundrum tests the student's understanding of death as revocation as well as unilateral and bilateral contracts, and forces the student to think about how much law the lawyer can ethically communicate to the client if knowledge of the law will influence the client's "memory." The problem always works well in class.

The section on UCC section 2-207[32] gives the students their first extended look at a statute, albeit a confused statute. This attention to the Code is laudable. The materials are challenging, perhaps too challenging for some students. For example, this edition replaces *St. Paul Structural Steel Co. v. ABI Contracting, Inc.*,[33] a difficult case on the knock-out doctrine, with *Step-Saver Data Systems, Inc. v. Wyse Technology*,[34] an even more difficult case involving shrink-wrap on computer software. Still, this is a very strong section of the book.

The third chapter, on the Statute of Frauds, has been improved by the addition of a case distinguishing between a suretyship arrangement (which is within the Statute) and a third-party beneficiary contract (which is not).[35] The inclusion of this case increases the temptation to cover third-party beneficiaries early in the course—ideally, just before embarking on this chapter. Some instructors, on the other hand, are probably inclined to lecture on the Statute and leave this chapter to outside reading, or perhaps to cover

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28. *Compare* FARNSWORTH & YOUNG, *supra* note 1, at 207-08 (excerpting *Dickinson*) *with* FARNSWORTH & YOUNG (4th ed.), *supra* note 13, at 177-80 (reprinting most of *Dickinson*).

29. *See* FARNSWORTH & YOUNG (4th ed.), *supra* note 13, at 180 (noting the "paucity of cases" applying this aspect of the holding in *Dickinson*).

30. 582 A.2d 123 (Vt. 1990), *reprinted in* FARNSWORTH & YOUNG, *supra* note 1, at 202.

31. FARNSWORTH & YOUNG, *supra* note 1, at 219.

32. FARNSWORTH & YOUNG, *supra* note 1, at 223-48.

33. 364 N.W.2d 83 (N.D. 1985), *reprinted in* FARNSWORTH & YOUNG (4th ed.), *supra* note 13, at 206.

34. 939 F.2d 91 (3d Cir. 1991), *reprinted in* FARNSWORTH & YOUNG, *supra* note 1, at 230.

35. *See* FARNSWORTH & YOUNG, *supra* note 1, at 291-92 (excerpting Langman v. Alumni Association of the University of Virginia, 442 S.E.2d 669 (Va. 1994)).

only the first two or three sections of the chapter in class. Again, the authors have prudently included more material than most teachers will have time to cover, leaving room for different choices about coverage.

Chapter Four, on policing the bargain, contains material that is inherently fascinating, but it occasionally suffers from poor organization. The materials on capacity are excellent. One wonders, however, why the notes to *Ortelere v. Teachers' Retirement Board*[36] make no reference to the revealing transcript of the trial published by Richard Danzig.[37] Capacity is followed by "conventional controls" on unfairness and overreaching—i.e., the pre-existing duty rule and other variants of the consideration doctrine, plus duress, fraud, misrepresentation, and concealment. The cases in this section are well-selected and tightly-edited.

The section on adhesion contracts, however, rambles on for almost seventy pages.[38] The case selection here is fine, but the cases are separated by several distracting two- and three-page notes, sometimes on subjects that cannot be treated with any rigor in the first year. Examples of notes that seem unnecessary include the note on insurance marketing,[39] the note on warranties and loss limitations,[40] the note on hell-or-high-water clauses,[41] and perhaps the note on cooling-off periods.[42] Those notes that are most relevant to the first-year course are scattered throughout the chapter. There are separate notes on form contracts,[43] exculpatory terms,[44] ticket stubs,[45] "general problems of policing,"[46] the duty to read,[47] unconscionability under the Uniform Commercial Code,[48] competing views of unconscionability,[49] price unconscionability,[50] and franchise relations.[51] Much of this could have been consolidated into a single essay on contracts of

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36. 250 N.E.2d 460 (N.Y. 1969), *reprinted in* FARNSWORTH & YOUNG, *supra* note 1, at 329.
37. *See* RICHARD DANZIG, THE CAPABILITY PROBLEM IN CONTRACT LAW 161-201 (1978).
38. FARNSWORTH & YOUNG, *supra* note 1, at 386-454.
39. *Id.* at 416-418.
40. *Id.* at 423-426.
41. *Id.* at 438-439.
42. FARNSWORTH & YOUNG, *supra* note 1, at 439-441.
43. *Id.* at 394.
44. *Id.* at 397.
45. *Id.* at 399.
46. FARNSWORTH & YOUNG, *supra* note 1, at 411.
47. *Id.* at 413.
48. *Id.* at 418.
49. *Id.* at 420.
50. FARNSWORTH & YOUNG, *supra* note 1, at 435.
51. *Id.* at 451.

adhesion, perhaps presented at the outset of the chapter.[52] Still, despite these organizational problems, the chapter works well. The editors have presented more than enough raw material for an engaging week or so of class.

Chapter Five, on remedies, also presents organizational difficulties, if only because some highly relevant material was already presented in the introduction to Chapter One. But in general this chapter marches along at an exciting pace. The introductory cases on measuring expectation are challenging; they introduce Code remedies,[53] and they cover topics like overhead[54] and the lost-volume seller,[55] subjects often relegated to an upper-level commercial law course. Most instructors probably lack the time to cover all of them, but if time permits, these cases can be very rewarding to teach and study. The next section, on limitations on damages, contains all the usual suspects, and they are exceptionally well-arranged and well-edited. *Parkingham County v. Luten Bridge Co.*[56] introduces *Parker v. Twentieth Century-Fox Film Corp.*;[57] *Jacob & Youngs v. Kent*[58] introduces *Groves v. John Wunder Co.*[59] and the notorious *Peevyhouse*[60] case; and of course *Hadley v. Baxendale*[61] puts in a command performance. The

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52. By contrast, the final section of the chapter, on illegality, is crisply edited. The case selection is defensible: the editors have chosen cases that involve the most common problems of illegality, most notably cases on covenants not to compete. *See, e.g.*, Hopper v. All Pet Animal Clinic, 861 P.2d 531 (Wyo. 1993), *reprinted in* FARNSWORTH & YOUNG, *supra* note 1, at 456; Central Adjustment Bureau, Inc. v. Ingram, 678 S.W.2d 28 (Tenn. 1984), *excerpted in* FARNSWORTH & YOUNG, *supra* note 1, at 461.

The book does devote one note to surrogacy contracts, FARNSWORTH & YOUNG, *supra* note 1, at 455-56, but it provides only brief excerpts of the leading cases on the subject. A full report of *In re Baby M*, 537 A.2d 1227 (N.J. 1988), would give students a nice midcourse change of pace and perhaps spark their interest in family law. As it is, the case is discussed in one paragraph.

53. *See* Laredo Hides Co., Inc. v. H & H Meat Products Co., Inc., 513 S.W.2d 210 (Texas 1974), *reprinted in* FARNSWORTH & YOUNG, *supra* note 1, at 490.

54. *See* Vitex Manufacturing Corp. v. Caribtex Corp., 377 F.2d 795 (3d Cir. 1967), *reprinted in* FARNSWORTH & YOUNG, *supra* note 1, at 486.

55. *See* R.E. Davis Chemical Corp. v. Diasonics, Inc., 826 F.2d 678 (7th Cir. 1987), *reprinted in* FARNSWORTH & YOUNG, *supra* note 1, at 494.

56. 35 F.2d 301 (4th Cir. 1929), *reprinted in* FARNSWORTH & YOUNG, *supra* note 1, at 506.

57. 474 P.2d 689 (Cal. 1970), *reprinted in* FARNSWORTH & YOUNG, *supra* note 1, at 508.

58. 129 N.E. 889 (N.Y. 1921), *reprinted in* FARNSWORTH & YOUNG, *supra* note 1, at 520.

59. 286 N.W. 235 (Minn. 1939), *reprinted in* FARNSWORTH & YOUNG, *supra* note 1, at 526.

60. Peevyhouse v. Garland Coal & Mining Co., 382 P.2d 109 (Okla. 1962), *cert. denied*, 375 U.S. 906 (1963), *reprinted in* FARNSWORTH & YOUNG, *supra* note 1, at 532.

61. 156 Eng. Rep. 145 (1854), *reprinted in* FARNSWORTH & YOUNG, *supra* note 1, at 534.

chapter concludes with a compact but challenging section on liquidated damages, including an enlightening problem on disguised penalties.[62]

The remaining five chapters live up to the high standard set by the first five. Chapter Six, on interpretation, opens with a tight, well-integrated treatment of the parol evidence rule.[63] Some instructors no doubt regret the new edition's omission of *Wisconsin Knife*,[64] in which Posner and Easterbrook square off over no-oral-modification clauses and UCC section 2-209, but, while the case is enlightening, most teachers probably did not have time for it anyway. (My one experiment with the case took me a class and a half.) The main body of the chapter contains old and not-so-old favorites like *Frigaliment*,[65] *Pacific Gas*,[66] and *Raffles v. Wichelhaus*,[67] the case of the two ships Peerless. Here, thankfully, the editors do take the time to expose the students to Simpson's critique of Gilmore's suppositions about the historical background of *Raffles*.[68] The materials on gap-fillers[69] are surprisingly thorough, probably too thorough for most instructors.

Chapter Seven treats performance and breach in a logical fashion. It begins with extensive and useful materials on conditions, as well as doctrines that mitigate the harsh effects of conditions. It then turns to breach and anticipatory repudiation. Like Chapter Six, this chapter devotes a fair amount of attention to the UCC, attention that I find welcome.

Chapter Eight, covering mistake, frustration, and impracticability, may be *terra incognita* to instructors who have fewer than five or six hours to teach the course. This is unfortunate: it is one of the best chapters in the book. The new mistake cases focus the issue more clearly than the materials in the previous edition. The section on impracticability preserves the sensible structure of the previous edition, presenting *Taylor v. Caldwell*[70] (the case in which the music hall

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62. FARNSWORTH & YOUNG, *supra* note 1, at 562 n.5.

63. *Id.* at 565-581.

64. Wisconsin Knife Works v. National Metal Crafters, 781 F.2d 1280 (7th Cir. 1986), *reprinted in* FARNSWORTH & YOUNG (4th ed.), *supra* note 13, at 559, *cited in* FARNSWORTH & YOUNG, *supra* note 1, at 581.

65. Frigaliment Importing Co. v. B.N.S. International Sales Corp., 190 F. Supp. 116 (S.D.N.Y. 1960), *reprinted in* FARNSWORTH & YOUNG, *supra* note 1, at 585.

66. Pacific Gas & Electric Co. v. G.W. Thomas Drayage & Rigging Co., 442 P.2d 641 (Cal. 1968), *reprinted in* FARNSWORTH & YOUNG, *supra* note 1, at 597.

67. 159 Eng. Rep. 375 (Ct. of Exch. 1864), *reprinted in* FARNSWORTH & YOUNG, *supra* note 1, at 592.

68. FARNSWORTH & YOUNG, *supra* note 1, at 594 (excerpting A.W.B. Simpson, *Contracts for Cotton to Arrive: The Case of the Two Ships* Peerless, 11 CARDOZO L. REV. 287, 324 (1989)).

69. *Id.* at 611-663.

70. 122 Eng. Rep. 309 (1863), *reprinted in* FARNSWORTH & YOUNG, *supra* note 1, at 806.

burns down) and *Transatlantic Financing Corporation v. United States*[71] (one of the Suez cases). The section on frustration is just as rich; most instructors will have a hard time deciding what material to cut. *Krell v. Henry*,[72] the coronation case, is a must in an election year.

The last two chapters also teach well, and I have always been willing to cut earlier material to make room for them. Chapter Nine, on third-party beneficiaries, is organized so that the instructor can teach the basics by assigning only the first set of materials,[73] which cover creditor and donee beneficiaries. Chapter Ten, on assignment and delegation, contains materials from both the common law and UCC Article 9. The former are readily accessible to first-year students; the latter may be asking a bit much, particularly at the end of a long year. Still, I have on occasion assigned some of the Article 9 material, and on occasion some of my students have understood it. The *Sally Beauty*[74] case is an excellent introduction to delegation doctrine, and Posner's dissent may help convince some students that at least one judge really does use economic analysis in his opinions.

Taken as a whole, Farnsworth & Young is a superb casebook for teaching contract doctrine as well as basic case- and statute-reading skills. The authors have organized the material logically, and they have chosen cases that students find surprisingly interesting. The book's style is traditional: the notes that follow cases tend to ask questions rather than answer them. They are not nearly as extensive as the explanatory notes that follow cases in a casebook like Knapp & Crystal.[75] Some instructors will object that the notes mystify contract law, but I see virtue in the book's insistence that students reason things through for themselves. As for the book's scope, it is not encyclopedic; it leans in favor of excluding rather than including extra cases, and in favor of shorter rather than longer excerpts. If on occasion this has led to an unfortunate redaction—for example of *Mills v. Wyman* and *Dickinson v. Dodds*—on the whole it is welcome, particularly for instructors who like to teach a couple of cases per class. The book can be used both by the teacher who likes extended exegesis of cases and by the teacher who prefers to use cases as a point of departure for

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71. 363 F.2d 312 (D.C. Cir. 1966) (J. Skelly Wright, J.), *reprinted in* FARNSWORTH & YOUNG, *supra* note 1, at 812.

72. 2 K.B. 740 (Ct. App. 1903), *reprinted in* FARNSWORTH & YOUNG, *supra* note 1, at 834.

73. FARNSWORTH & YOUNG, *supra* note 1, at 863-878.

74. Sally Beauty Co. v. Nexxus Products Co., 801 F.2d 1001 (7th Cir. 1986), *reprinted in* FARNSWORTH & YOUNG, *supra* note 1, at 952.

75. KNAPP & CRYSTAL, *supra* note 14.

hypotheticals. The book also should be applauded for its unstinting commitment to teaching some of the UCC in the first year. Law schools do not teach enough statute-reading skills in the first year. As a vehicle for teaching contract doctrine, and for case and statutory analysis, Farnsworth & Young is first-rate.

II.

Of course, the first-year course in contracts should teach more than doctrine and case- and statute-reading skills. Law professors have an obligation to expose students to broader perspectives on the law. Well-rounded lawyers should know something about economic analysis, legal history, and jurisprudence. Law school is, for most lawyers, their only exposure to the philosophical, historical, and economic foundations of the law. As Holmes put it, we should give our students a chance to "catch an echo of the infinite, a glimpse of its unfathomable process, a hint of the universal law."[76] A contracts casebook can facilitate this endeavor by providing excerpts from the great works on contract law. Farnsworth & Young succeeds in this task, but its success is incomplete.

The book's most significant contribution to a broader understanding of contract law is its generous use of economic analysis. Economic analysis pervades this book, albeit in relatively small dollops. The book wastes no time in raising the subject: the theory of efficient breach first appears on page 20, and an economic analysis of specific performance and transaction costs appears on page 37. Even instructors who skip this first section still encounter Adam Smith[77] and the economics of gratuitous promises on the first day or two of class. Later there are more notes on the economics of remedies,[78] and economic analysis of many other issues, including opportunity cost,[79] information costs,[80] duress,[81] disclosure,[82] covenants not to com-

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76. Oliver Wendell Holmes, Jr., *The Path of the Law*, 10 HARV. L. REV. 457, 478 (1897), *reprinted in* OLIVER WENDELL HOLMES, JR., COLLECTED LEGAL PAPERS 167, 202 (1920).

77. "[M]an has almost constant occasion for the help of his brethren, and it is vain for him to expect it from their benevolence only. He will be more likely to prevail if he can interest their self-love in his favour, and shew them that it is for their own advantage to do for him what he requires of them. . . . We address ourselves, not to their humanity but to their self-love, and never talk to them of our own necessities but of their advantages. Nobody but a beggar chooses to depend chiefly upon the benevolence of his fellow-citizens." ADAM SMITH, AN INQUIRY INTO THE NATURE AND CAUSES OF THE WEALTH OF NATIONS 11 (Oxford, Clarendon Press 1811), *quoted in* FARNSWORTH & YOUNG, *supra* note 1, at 53.

78. FARNSWORTH & YOUNG, *supra* note 1, at 485-86, 531.

79. *Id.* at 317.

80. *Id.* at 347-48.

pete,[83] "efficient reliance,"[84] "best efforts" clauses,[85] employer liability for termination of an employee,[86] constructive conditions and opportunism,[87] and waiver-of-defense clauses.[88] In addition, economic analysis turns up in a few cases, including cases on the lost-volume seller[89] and delegation doctrine.[90]

This is not to suggest that the authors have appended economic analysis to every section of the book. The section on restitution, for example, contains little on the economics of restitution,[91] just as the chapter on offer and acceptance contains little on the game theory of dickering.[92] But the book is still a rich source of materials on economic analysis. Given the enormous influence of economic analysis on contracts scholarship, the inclusion of at least some of this material seems essential. Even instructors who find economic analysis unrevealing should concede that it is useful to introduce the student to the subject, especially in a course on voluntary private exchange of goods and services. For those of us who find economic analysis useful, the book's emphasis on economics is welcome indeed.

The book's treatment of legal history is less comprehensive, but still more than adequate. The first historical analysis in the book is a readable excerpt from Farnsworth's treatise; it relates to the development of equitable relief.[93] Instructors who skip this material often start the course with the historical note on the development of the

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81. *Id.* at 370-71.

82. FARNSWORTH & YOUNG, *supra* note 1, at 375-76.

83. *Id.* at 466.

84. *Id.* at 486.

85. *Id.* at 629.

86. FARNSWORTH & YOUNG, *supra* note 1, at 650.

87. *Id.* at 701-02.

88. *Id.* at 968-69.

89. R.E. Davis Chemical Corp. v. Diasonics, Inc., 826 F.2d 678 (7th Cir. 1987), *reprinted in* FARNSWORTH & YOUNG, *supra* note 1, at 494.

90. Sally Beauty Co. v. Nexxus Products Co., 801 F.2d 1001, 1008-1011 (1986) (Posner, J., dissenting), *reprinted in* FARNSWORTH & YOUNG, *supra* note 1, at 955.

91. *Cf., e.g.*, William M. Landes & Richard A. Posner, *Salvors, Finders, Good Samaritans and Other Rescuers: An Economic Study of Law and Altruism*, 7 J. LEGAL STUDIES 83, 109-18 (1978) (discussing the economics of rescue); RICHARD A. POSNER, ECONOMIC ANALYSIS OF LAW 97-98 (2d ed. 1977) (similar), *reprinted in* ANTHONY T. KRONMAN & RICHARD A. POSNER, THE ECONOMICS OF CONTRACT LAW 59 (1979) (arguing that restitution doctrine enforces the deal the parties would have made but for "prohibitive" transaction costs).

92. *See, e.g.*, Avery Katz, *The Strategic Structure of Offer and Acceptance: Game Theory and the Law of Contract Formation*, 89 MICH. L. REV. 215 (1990) (applying game theory to various aspects of formation, including the rule that silence is not acceptance).

93. E.A. FARNSWORTH, CONTRACTS § 12.4 (2d ed. 1990), *excerpted in* FARNSWORTH & YOUNG, *supra* note 1, at 38-40.

forms of action and modern theories of obligation.[94] This is a challenging passage, and it tends to befuddle my students; I often urge them to return to it after we've covered the rest of the chapter. But I am glad for its inclusion in the book, for it is rewarding if studied carefully.

A later note describes Lord Mansfield's unsuccessful efforts to reform the doctrine of consideration.[95] There are brief historical sketches of the rise and decline of the Statute of Frauds.[96] A note after *Raffles v. Wichelhaus*[97] draws attention to Gilmore's speculation about the state of international cotton markets at the time of *Raffles*[98] as well as Simpson's exhaustive article critiquing Gilmore's speculation.[99] There are helpful notes on Maine's *Ancient Law*,[100] the development of substantial performance doctrine,[101] impracticability doctrine,[102] third-party beneficiary doctrine,[103] the actual facts of *Lawrence v. Fox*,[104] and the law of negotiable instruments.[105]

As with economic analysis, some additional historical analysis comes from the cases themselves: cases like *Kingston v. Preston*,[106] *Lawrence v. Fox*,[107] and even *Hadley v. Baxendale*[108] are as interesting for the historical development they represent as the doctrine they embody. On occasion, one wishes for more excerpts from contemporary historical scholarship, such as Danzig's work on *Hadley* or Simpson's elaborate critique of Horwitz's history of contract law.[109]

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94. FARNSWORTH & YOUNG, *supra* note 1, at 44-47.

95. *Id.* at 60-61.

96. *Id.* at 286-87, 322-23.

97. 159 Eng. Rep. 375 (Ct. Exchequer 1864), *reprinted in* FARNSWORTH & YOUNG, *supra* note 1, at 594.

98. Farnsworth & Young, *supra* note 1, at 594 (excerpting GRANT GILMORE, THE DEATH OF CONTRACT 35-39 (1974)).

99. *Id.* (excerpting Simpson, *supra* note 68, at 324).

100. HENRY SUMNER MAINE, ANCIENT LAW, New York, Henry Holt and Company 1906, *excerpted in* FARNSWORTH & YOUNG, *supra* note 1, at 396-97.

101. FARNSWORTH & YOUNG, *supra* note 1, at 707-08.

102. *Id.* at 805-06.

103. *Id.* at 863-64.

104. 20 N.Y. 268 (1859), *reprinted in* FARNSWORTH & YOUNG, *supra* note 1, at 869-70.

105. FARNSWORTH & YOUNG, *supra* note 1, at 961-62.

106. 99 Eng. Rep. 437 (K.B. 1773), *reprinted in* FARNSWORTH & YOUNG, *supra* note 1, at 700.

107. 20 N.Y. 268 (Ct. App. N.Y. 1859), *reprinted in* FARNSWORTH & YOUNG, *supra* note 1, at 865.

108. 156 Eng. Rep. 145 (Ct. Exchequer 1854), *reprinted in* FARNSWORTH & YOUNG, *supra* note 1, at 534.

109. *See* Richard Danzig, Hadley v. Baxendale: *A Study in the Industrialization of the Law*, 4 J. LEGAL STUDIES 249 (1975), *reprinted in* DANZIG, *supra* note 36, at 76; A.W.B. Simpson, *The Horwitz Thesis and the History of Contracts*, 46 U. CHI. L. REV. 533 (1979) (critiquing Morton

But there is enough here to give the student a glimpse of the ghost of Contracts past.

So-called "traditional" contracts scholarship is adequately represented in the book. (By "traditional" scholarship, I mean commentary that focuses on the wisdom of legal doctrine without relying heavily on economic, historical, religious, philosophical, feminist, gay, lesbian, or critical perspectives.) Holmes, Williston, Corbin, Llewellyn, Fuller, Dawson, Gilmore, and Farnsworth all put in guest appearances in the notes and, sometimes, in the cases themselves.[110] But even these commentators get relatively little air time. Rarely is a commentator allotted more than one or two paragraphs; usually, commentary is relegated to nine-point type in the notes, or even eight-point type in the footnotes.[111] For example, the editors quote only one or two paragraphs from Gilmore's *Death of Contract*,[112] and then only in notes. By contrast, casebooks like Fuller & Eisenberg's *Basic Contract Law* routinely excerpt commentary in the "main text" rather than the notes.[113] The point is not that commentary is ignored, but that it is accorded secondary importance.

Moreover, "nontraditional" scholarship gets particularly short shrift in the book. The book seems to reflect Professor Farnsworth's skepticism about new "grand theories" of contract law.[114] Feminist jurisprudence is almost entirely ignored. One note deals with gender and racial discrimination in auto sales.[115] A footnote to *Parker v.*

J. Horwitz, *The Historical Foundations of Modern Contract Law*, 87 HARV. L. REV. 917 (1974)). The Horwitz thesis itself does get a brief airing in an early note in the casebook. FARNSWORTH & YOUNG, *supra* note 1, at 47.

110. *See, e.g.*, FARNSWORTH & YOUNG, *supra* note 1, at 135 n.2 (quoting Corbin and Llewellyn on Cardozo); *id.* at 569 (Corbin on the parol evidence rule); *id.* at 708 n.2 (Corbin on willful breach); *id.* at 62 (Dawson on consideration); *id.* at 82 n.1 (Dawson on restitution); *id.* at 38-40 (Farnsworth on specific performance); *id.* at 72 n.1 (Fuller on consideration as form); *id.* at 107 n.4 (Gilmore on the death of contract); *id.* at 51-52 n.2 (Holmes on the bargain theory); *id.* at 101 (Holmes on reliance); *id.* at 369 n.2 (Holmes on duress); *id.* at 135 n.2 (Corbin and Llewellyn on Cardozo); *id.* at 68 n.1 (Williston on moral obligation); *id.* at 86 n.2 (Williston on consideration); *id.* at 218 (Williston on death of the offeror); *id.* at 733 (Williston on the breaching plaintiff, *quoted in* Kirkland v. Archibold, 113 N.E.2d 496 (Ct. App. Ohio 1953)).

111. The editors were kind enough to reveal these point sizes in the casebook itself (FARNSWORTH & YOUNG, *supra* note 1, at 402 n.b). They did so in order to illustrate the size of the type in the form contract in Henningsen v. Bloomfield Motors, Inc., 161 A.2d 69 (N.J. 1960).

112. GRANT GILMORE, THE DEATH OF CONTRACT (1974), *quoted in* FARNSWORTH & YOUNG, *supra* note 1, at 107, 594.

113. *See, e.g.*, LON L. FULLER & MELVIN ARON EISENBERG, BASIC CONTRACT LAW 2-3 (6th ed. 1996) (excerpting JOHN RAWLS, A THEORY OF JUSTICE 342-47 (1971)).

114. *See* E. Allan Farnsworth, *A Fable and a Quiz on Contracts*, 37 J. LEGAL EDUC. 208 (1987), *quoted in* A CONTRACTS ANTHOLOGY 91 (Peter Linzer ed., 1989).

115. FARNSWORTH & YOUNG, *supra* note 1, at 437, n.3.

Twentieth-Century Fox[116] highlights Frug's critique of the case in her article on Dawson, Harvey & Henderson.[117] But other interesting feminist scholarship goes unmentioned.[118] Similarly, the Critical Legal Studies scholars and the Critical Race theorists are largely absent from this book.[119] Religious perspectives are also missing. There is some interesting work on the relationship between religion and contract that deserves attention in the book.[120] And the casebook makes relatively few references to foreign contract law or to comparative scholarship generally.[121] Its treatment of international law is limited to the Convention on the International Sale of Goods.[122]

The casebook would profit from more frequent references to this kind of interdisciplinary work. By referring to some of this scholar-

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116. 474 P.2d 689 (Cal. 1970), *reprinted in* FARNSWORTH & YOUNG, *supra* note 1, at 508.

117. *See* Mary Jo Frug, *Re-Reading Contracts: A Feminist Analysis of a Contracts Casebook*, 34 AM. U. L. REV. 1065, 1116 (1985), *cited in* FARNSWORTH & YOUNG, *supra* note 1, at 513.

118. *See e.g.*, Clare Dalton, *An Essay in the Deconstruction of Contract Doctrine*, 94 YALE L.J. 997 (1985); Patricia J. Williams, *Alchemical Notes: Reconstructing Ideals from Deconstructed Rights*, 22 HARV. C.R.-C.L. L. REV. 401 (1987); RUTHANN ROBSON, LESBIAN (OUT)LAW: SURVIVAL UNDER THE RULE OF LAW (1992); Mary Jo Frug, *Rescuing Impossibility Doctrine: A Postmodern Feminist Analysis of Contract Law*, 140 U. PA. L. REV. 1029 (1992); Margaret Jane Radin, *Market-Inalienability*, 100 HARV. L. REV. 1849 (1987). *See also* Kellye Testy, *An Unlikely Resurrection*, 90 NW. U. L. REV. 219 (1995) (describing the work of lesbian scholars).

119. One exception is MORTON J. HORWITZ, THE TRANSFORMATION OF AMERICAN LAW, 1780-1860 (1977), which pops up a couple of times.

120. *See, e.g.*, Harold J. Berman, *The Religious Sources of General Contract Law: An Historical Perspective*, 4 J. LAW & RELIGION 103 (1986); Andrew W. McThenia, Jr., *Religion, Story and the Law of Contracts: Reply to Professor Berman*, 4 J. LAW & RELIGION 125 (1986); Kristin L. Peters Hamlin, *The Impact of Islamic Revivalism on Contract and Usury Law in Iran, Saudi Arabia, and Egypt*, 22 TEXAS INT'L L.J. 351 (1987); Judith A. Shapiro, Note, *The Shetar's Effect on English Law—A Law of the Jews Becomes the Law of the Land*, 71 GEO. L.J. 1179 (1983).

Farnsworth & Young does not wholly ignore religion, however. Two fascinating notes on gap-filling compare the case of the "cantor who wouldn't" with the case of the "cantor who couldn't." Fisher v. Congregation B'Nai Yitzhok, 110 A.2d 881 (Pa. Super. 1955) (interpreting contract to officiate as cantor in accordance with Jewish law) and Tucker v. Forty-Five Twenty-Five, 199 So. 2d 522 (Fla. App. 1967) (quoting the Passover Haggadah, and then paraphrasing it: "Wherein is a contract for the performance of a Passover Seder different from all other contracts?"). FARNSWORTH & YOUNG, *supra* note 1, at 660.

121. *See, e.g.*, MARY ANN GLENDON, ET AL., COMPARATIVE LEGAL TRADITIONS 306-339 (2d ed. 1994) (collecting materials on comparative contract law).

122. The UNIDROIT principles and other international instruments would be of interest to a first-year student with an international bent. Even public international law holds some lessons for private contract law. I have argued elsewhere that treaty law provides a useful analogy to contract law. *See* Geoffrey R. Watson, *The Death of Treaty*, 55 OHIO STATE L.J. 781, 794-95 (1994). In my view, some doctrines of treaty law—such as its rejection of the consideration doctrine—should be imported into American contract law. *See* Watson, *supra* note 13. *But cf.* EVANGELOS RAFTOPOULOS, THE INADEQUACY OF THE CONTRACTUAL ANALOGY IN THE LAW OF TREATIES 207-54 (1990) (arguing that treaties resemble legislation more than contracts); SHABTAI ROSENNE, DEVELOPMENTS IN THE LAW OF TREATIES 1945-1986 at 128 (1989) (arguing that the analogy between treaty and contract is "simply false").

ship, the book would show the student that different people think about contracts in radically different ways, and it would encourage students to think critically about commentary. To be sure, the instructor can always supplement a casebook with law review articles and the like, but the ideal casebook would stand alone, with no need of amendment. Lest I be charged with an excess of political correctness, I should add that I share the editors' enthusiasm for economic analysis; it is one of my principal teaching tools. I simply think the book would be enriched by more frequent acknowledgment of competing frames of analysis.

In this respect the casebook resembles Farnsworth's treatise on contracts, which has been generally praised for its treatment of doctrine but criticized for failure to draw on modern contracts scholarship[123] and for lack of a larger vision.[124] As Farnsworth himself points out, there was a time when a casebook editor would have been considered self-indulgent for including any material other than cases.[125] Corbin was once criticized for adding his own introductory text and footnotes "to present the author's views or reasoning rather than as mirrors of the authorities. . . . This is leading the student and sometimes it will happen that he is led in a direction which the instructor will think is erroneous."[126] Nonetheless, the casebook world has changed substantially since Corbin's day. Law professors now expect students to grapple with commentary as well as cases, and to decide for themselves what commentary is useful and what is not. To quote Cardozo entirely out of context, law teaching "takes a broader view today."[127]

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123. *See* Kurt A. Strasser, Book Review, 83 COLUM. L. REV. 755, 759-60 (1983) ("My primary criticism of Professor Farnsworth's treatise is not of its occasional use of a doctrinal organization. Rather, my criticism is the book's failure . . . to introduce ideas from the best of modern contracts scholarship.").

124. *See, e.g.*, Randy E. Barnett, Book Review, 97 HARV. L. REV. 1223, 1245 (1984) ("In this otherwise excellent book, Professor Farnsworth makes no attempt to resolve some basic tensions created by contract theory."); *cf.* Charles L. Knapp, *The Promise of the Future—and Vice Versa: Some Reflections on the Metamorphosis of Contract Law*, 82 MICH. L. REV. 932, 937 (1984) ("Having identified all these trends in the law, . . . Farnsworth nowhere attempts to pull them together into a larger pattern . . . .").

125. *See* E. Allan Farnsworth, *Casebooks and Scholarship: Confessions of an American Opinion Clipper*, 42 Sw. L. J. 903, 908 (1988).

126. Clarke B. Whittier, Book Review, 31 YALE L.J. 220, 222 (1921), *quoted in id.* at 908.

127. Wood v. Lucy, Lady Duff-Gordon, 118 N.E. 214 (N.Y. 1917).

III.

For all that, Farnsworth & Young is still a great book. It is well-organized and well-written. The selection of cases is generally excellent if occasionally capricious, and the editing of cases is crisp. The notes and questions are pithy, thought-provoking, and on occasion even funny. The problems are delightful, even if there are not enough of them. The layout of the book is pleasing to the eye. Even the compact size of the book is a plus: never has a one thousand-page tome seemed so slim and easy to carry. (Indeed, to some of my students, this is its chief virtue.) Yes, the fifth edition has made some questionable "improvements" in case selection. Yes, the book would be improved by the addition of some new scholarly voices, and more generally by greater emphasis on scholarship. But these drawbacks can be remedied with supplementary materials and class discussion. Make no mistake about it: this book is a superb foundation for the first-year course in contracts.