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CONTRACT LAW AND PRACTICE

Revised Second Edition

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MATTHEW  BENDER

DEDICATION

The authors would like to dedicate this book to Marie A. Monahan, whose chapters in the First Edition of this casebook were an inspiration to her students and colleagues.

Her wit, wisdom and humanity remain in our memories.

PREFACE

This casebook is unprecedented in legal education in that it represents the views of five faculty who have more than 150 years collective experience teaching and practicing law. The authors share the philosophy that in the study of law, particularly the law of contracts, the student cannot isolate theory or practice from one another, that theory and practice are not mutually exclusive concepts. In service of this approach, each of the authors brings her or his personal experience as a practitioner and an academic to the organization, content, and pedagogy of the casebook. We appreciate the willingness and cooperation of Matthew Bender & Company, Inc., a member of the LexisNexis Group, in embracing this project and seeing it through to completion.

We hope and expect that both faculty and students will find our book to be more valuable than the usual law school casebook. Our book emphasizes transactional and drafting considerations, law practice pointers, and recent court decisions. Hence, the title is *CONTRACT LAW AND PRACTICE*. Although the book is longer than the typical contracts casebook, the length reflects our conscious choice to provide depth of coverage and, presumably, the depth of understanding that should result.

We also hope that readers of this book will find it to be as interesting and helpful to them, as we found its preparation to be.

Gerald E. Berendt
Rebecca Cochran
Doris Estelle Long
Robert J. Nye
John H. Scheid

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Table of Contents

A COMPLETE SYNOPSIS FOR EACH CHAPTER APPEARS AT THE BEGINNING OF THE CHAPTER

PART I.	CONTRACT FORMATION	1
SECTION A.	OVERVIEW	3
Chapter 1.	LEGAL ISSUES AND BUSINESS POLICY	5
A.	INTRODUCTION	5
1.	Sources of Contract Law	5
2.	Purposes of Contract Law	6
B.	PUBLIC POLICY AND ENFORCING PROMISES	9
C.	CONSENSUAL TRANSACTIONS AND THE MARKET	15
SECTION B.	TRADITIONAL CONTRACT FORMATION	33
Chapter 2.	OFFERS OF CONTRACTUAL TERMS	35
A.	CONTRACTUAL INTENT, ASSENT AND THE OBJECTIVE THEORY OF CONTRACTS	35
B.	PRELIMINARY NEGOTIATIONS AND INVITATIONS FOR OFFERS	43
C.	AUCTIONS	62
D.	DURATION OF THE OFFER	70
1.	Lapse by Express Terms	71
2.	Lapse After Reasonable Time	77
3.	Revocation of Offer	80
4.	Irrevocable Offers: Option Contracts	86
5.	Termination of Offer by Rejection or Counteroffer	91
6.	Termination of Offer by Death or Incapacity	97
Chapter 3.	ACCEPTANCE OF OFFERS	105
A.	THE MIRROR IMAGE RULE	105
B.	MODE OF ACCEPTANCE	112
C.	DEALING AT A DISTANCE AND THE “MAILBOX RULE”	132
D.	NOTICE OF ACCEPTANCE	141
E.	UNILATERAL CONTRACTS	152
1.	Rewards	152
2.	The Effect of Part Performance	156

Table of Contents

Chapter 4.	BARGAINED-FOR CONSIDERATION	165
A.	CONSIDERATION DEFINED	165
B.	PAST CONSIDERATION AND MORAL OBLIGATION	174
C.	PRE-EXISTING DUTIES	179
D.	DISPUTED CLAIMS, SETTLEMENTS AND MODIFICATIONS ...	185
E.	ILLUSORY PROMISES	207
Chapter 5.	REASONABLE CERTAINTY OF CONTRACT TERMS	227
SECTION C.	ALTERNATIVE THEORIES FOR RECOVERY	253
Chapter 6.	AVOIDANCE OF UNJUST ENRICHMENT	255
A.	OVERVIEW	255
B.	WHERE THERE HAS BEEN AN ATTEMPT TO CONTRACT	255
C.	WHERE THERE HAS BEEN NO ATTEMPT TO CONTRACT	276
Chapter 7.	RELIANCE AND PROMISSORY ESTOPPEL	285
A.	OVERVIEW	285
B.	THE BASIC ESTOPPEL DOCTRINE	286
C.	PROMISSORY ESTOPPEL IN THE COMMERCIAL BIDDING PROCESS	300
SECTION D.	DEFENSES TO CONTRACT FORMATION	319
Chapter 8.	CONTRACT DEFENSES: CONSENT TO CONTRACT IMPAIRED BY INCAPACITY, DURESS, UNDUE INFLUENCE, FRAUD, MISTAKE, AND UNCONSCIONABILITY	321
A.	INCAPACITY	321
1.	Minors	321
2.	Mental Infirmary	331
B.	DURESS, UNDUE INFLUENCE, FRAUD	344
1.	Duress	344
2.	Undue Influence	357
3.	Misrepresentation and Fraud	364
C.	MISTAKE	379
D.	UNCONSCIONABILITY	389

Table of Contents

Chapter 9.	IMPACT OF EXTERNAL LAW: ILLEGALITY AND PUBLIC POLICY	399
A.	OVERVIEW	399
B.	ILLEGALITY AND ITS EXCEPTIONS	399
C.	RESTRICTIVE EMPLOYMENT COVENANTS	438
Chapter 10.	STATUTE OF FRAUDS	461
A.	OVERVIEW	461
B.	COMPLIANCE WITH THE STATUTE OF FRAUDS	469
C.	EXCEPTIONS TO THE STATUTE OF FRAUDS	484
D.	EQUITABLE ESTOPPEL	485
PART II.	HONORING CONTRACT OBLIGATIONS	499
SECTION E.	OVERVIEW	501
Chapter 11.	LEGAL ISSUES AND BUSINESS POLICY	503
A.	INTRODUCTION	503
B.	A PHILOSOPHY OF CONTRACT ENFORCEMENT	504
C.	THE RELATIONSHIP OF CONTRACT LAW TO SOCIAL POLICY	509
SECTION F.	THE MEANING OF CONTRACTS	531
Chapter 12.	INTERPRETATION OF AGREEMENTS	533
A.	INTRODUCTION	533
B.	INTEGRATION: DETERMINING THE SCOPE OF THE AGREEMENT	534
C.	INTERPRETING THE PARTIES' WORDS	554
D.	THE PAROL EVIDENCE RULE AND RELIANCE ON THE WRITTEN WORD	566
E.	PROVING THE MEANING OF PARTICULAR TERMS	594
F.	FILLING IN THE GAPS	601
G.	THE ROLE OF GOOD FAITH	603
Chapter 13.	CONDITIONAL CONTRACTS	613
A.	EXPRESS CONDITIONS	614
1.	Promise vs. Condition	614
2.	Conditions of Satisfaction	631
3.	Policy Considerations and Underlying Principles	644
a.	Waiver, Estoppel, and Election	644

Table of Contents

b.	Avoidance of Forfeiture	655
c.	Prevention	658
B.	CONSTRUCTIVE CONDITIONS	661
SECTION G.	PERFORMANCE AND BREACH OF CONTRACT ...	671
Chapter 14.	REPUDIATION, DEFAULT AND BREACH	673
A.	MATERIAL BREACH	673
B.	SUBSTANTIAL PERFORMANCE	693
C.	DIVISIBLE CONTRACTS	712
D.	BREACH BY ANTICIPATORY REPUDIATION	722
Chapter 15.	DEFENSES TO ALLEGED BREACH	745
A.	IMPOSSIBILITY AND IMPRACTICABILITY	745
B.	COMMERCIAL FRUSTRATION	772
C.	WAIVER AND EXCUSE	785
SECTION H.	REMEDIES FOR BREACH	791
Chapter 16.	MONEY DAMAGES	793
A.	EXPECTANCY (BENEFIT OF THE BARGAIN) DAMAGES	794
1.	General Expectancy Damages Rules	794
2.	Special Expectancy Damages Situations	817
a.	Lost profits	817
b.	Cost to Repair vs. diminution in value	821
c.	Lost volume sellers	827
B.	RELIANCE DAMAGES	836
C.	RESTITUTION DAMAGES	844
D.	DAMAGE RULES AND THE UNIFORM COMMERCIAL CODE ..	847
E.	DEFENSES TO DAMAGE CLAIMS	873
1.	Insufficient Proof	873
2.	Avoidability and Mitigation	886
F.	MENTAL DISTRESS DAMAGE CLAIMS	902
G.	ATTORNEY FEES DAMAGE CLAIMS	911
H.	STIPULATED CONTRACT DAMAGES	918
1.	Liquidated Damage Agreements	918
2.	Limitation of Liability Agreements	932
I.	STATUTORY MANDATES AND LIMITS FOR CONTRACT DAMAGES	938
1.	Contract Damage Statutory Mandates	938
2.	Limitation of Liability Laws	949
J.	PUNITIVE (EXEMPLARY) DAMAGES	954

Table of Contents

Chapter 17.	RESTITUTIONARY RELIEF AND EQUITABLE REMEDIES	957
<hr/>		
A.	RESTITUTIONARY RELIEF	957
1.	Availability of Restitution — Value Provided	957
2.	Restitution and Promissory Estoppel	963
3.	Restitution and Rescinded or Discharged Contracts	968
4.	Restitution for a party in breach	972
B.	EQUITABLE REMEDIES	977
1.	Specific Performance of Contracts	977
a.	Inadequacy of remedies at law — irreparable harm	977
b.	Discretion and specific performance	985
c.	Damages in addition to specific performance	990
d.	Specific performance — some special situations	993
i.	Requirements contracts — the public interest	993
ii.	Impossibility of performance	997
iii.	Specific performance in arbitration awards	1002
e.	Specific performance — additional considerations	1002
i.	Impracticability	1002
ii.	Lack of specificity	1007
iii.	Personal services contracts	1010
iv.	Mutuality of remedy	1012
v.	Laches	1013
vi.	Unclean hands and equitable estoppel	1015
2.	Rescission of Contracts	1016
a.	Rescission for mistake	1016
b.	Rescission for breach of implied warranty	1020
3.	Injunctions in Contract Cases	1025
4.	Foreclosures in Contract Cases	1028
5.	Constructive Trusts in Contract Cases	1034
6.	Equitable Liens in Contract Cases	1043
7.	Receivers in Contract Cases	1049
8.	Declaratory Judgments in Contract Cases	1051
SECTION I.	THIRD PARTY INTERESTS	1057
<hr/>		
Chapter 18.	THIRD PARTY BENEFICIARY CONTRACTS	1059
<hr/>		
A.	PRIVITY vs. NON-PRIVITY	1059
B.	TYPES OF PROPER PLAINTIFFS	1061
C.	CONSTRUCTION CASES	1074
D.	INSURANCE — UNBORN PLAINTIFFS	1076

Table of Contents

E.	REAL ESTATE AND BREAK IN ASSUMPTIONS	1079
F.	RESCISSION OF CONTRACT — “VESTING”	1082
G.	DEFENSES TO THIRD PARTY BENEFICIARY’S CAUSE OF ACTION	1090

Chapter 19. ASSIGNMENT AND DELEGATION **1093**

A.	OVERVIEW	1093
B.	ASSIGNMENT — ITS NATURE AND FUNCTION	1094
C.	EFFECTIVE TRANSFERS	1097
D.	NON-ASSIGNABLE RIGHTS	1102
E.	DEFENSES TO ASSIGNEE’S CAUSE OF ACTION	1111
F.	DELEGATION OF DUTIES	1115

TABLE OF CASES **TC-1**

INDEX **I-1**
