

# Contract Law



# Contract Law

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## Rules, Cases, and Problems

SECOND EDITION

**Professor Seth C. Oranburg**

PROFESSOR OF LAW

UNIVERSITY OF NEW HAMPSHIRE

FRANKLIN PIERCE SCHOOL OF LAW

DIRECTOR

PROGRAM ON ORGANIZATIONS, BUSINESS, AND MARKETS

CLASSICAL LIBERAL INSTITUTE AT NYU LAW

JURIS DOCTOR

UNIVERSITY OF CHICAGO LAW SCHOOL



CAROLINA ACADEMIC PRESS

Durham, North Carolina

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ISBN: 978-1-5310-3380-4  
eISBN: 978-1-5310-3381-1  
LCCN: 2025939720

Carolina Academic Press  
700 Kent Street  
Durham, NC 27701  
(919) 489-7486  
[www.cap-press.com](http://www.cap-press.com)

Printed in the United States of America

*To Talia, my partner in the greatest contract of life: marriage.*



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# Acknowledgments

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This book reflects the contributions of many individuals and institutions whose efforts and insights shaped its development. I am grateful to all who helped me define my pedagogy and shape this work. Yet I owe a special debt of gratitude to Professor Camilla A. Hrdy of Rutgers Law School. Her comments and engagement with this project were invaluable. It is no overstatement to say this book would not be as lucid, useful, or accessible without her substantial contributions. Thank you, Camilla.

I also deeply appreciate my colleagues, students, and family for their support and encouragement throughout this project. To my wife, Talia, your unwavering love and patience sustained and nourished me through the thousands of hours spent on this project; thank you. To my new baby, Zeeva, thank you in advance for your future patience when Daddy is working.

Thanks to all my students who deeply engaged with the first edition. I am especially thankful to Jonathan Agustin, Nathaniel “Nate” Ingerick, Alexandra “Lexi” Jones, Benjamin Kahn, Heather M. Olson, Amber Pavucsko, CharLee Rosini, Hannah Schaffer, Eva C.H. Scheiwe, Natheena Tyler, and Abraham Webber for their teaching assistance and substantial constructive feedback. Together, we are co-creating this book for future generations of students, whom I hope will continue this work of continuous improvement in teaching and learning.

I remain grateful to the American Law Institute for the use of the Restatement of the Law (Second) of Contracts:

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Any errors or omissions are, of course, my own—but I might blame ChatGPT.



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# Online Materials

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Additional content for *Contract Law: Rules, Cases, and Problems*, Second Edition, is available on Carolina Academic Press's *Core Knowledge for Lawyers (CKL)* website.

*Core Knowledge for Lawyers* is an online teaching and testing platform that hosts practice questions and additional content for both instructors and students.

To learn more, please visit:

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Instructors may request complimentary access through the “Faculty & Instructors” link.



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# Preface

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Welcome to Contract Law! I wrote this casebook to help you become a lawyer. Becoming a lawyer involves more than just memorizing rules. Although we will develop your ability to recall key doctrines so that you can identify when facts raise legal issues, technology now makes it easy to find out what the law is. What sets human lawyers apart is not their total recall but their capacity to spot issues, research questions, distinguish relevant facts, analyze arguments creatively yet rigorously, and propose solutions that achieve clients' goals. By focusing on these skills, this book treats law as a dynamic process rather than a static list of doctrines.

Contract Law is a great place to practice these future lawyering skills because contracts lie at the heart of so many legal practices. Whether you are drafting engagement letters, negotiating settlements, or advocating for labor rights under collective bargaining, you will encounter contracts everywhere. You will also see them in your personal life whenever you lease cars, order casebooks, or use websites. Studying how parties form, interpret, and enforce agreements reveals why creativity and rigorous analysis are both crucial. Through each chapter, you will develop the instincts and methods needed to tackle real-world legal problems in any field, and you will do this by viewing the issues through the lens of contract doctrine.

Typical bargain contracts arise through mutual assent and consideration. Bargains generally promote economic efficiency. But courts may also enforce some non-bargain agreements for reasons of fairness or reliance, or refuse to enforce other bargains for being unjust. Beyond determining whether a contract is enforceable, courts decide what evidence is admissible to explain what the parties intended. Judges usually prioritize written terms over extrinsic evidence. Even when parties agree on what a contract requires, they might argue over whether they must perform as promised. When a party fails to perform (a "breach"), courts provide remedies. This is contract law in a nutshell.

Memorizing key doctrines is necessary but not enough. You also need core legal skills so you can work with doctrines in real-world scenarios. To build these skills, this casebook invites you to read cases and statutes, break rules into simpler parts, and rebuild them into persuasive arguments. Engaging with this process trains you to think like a lawyer, preparing you for any practice area. You will see how a minor change of words or the framing of facts can alter a result. These analytical abilities will help you in other classes, on the bar exam, and throughout your career.

Studying with classmates will broaden your perspective. By exchanging ideas and feedback, you discover new insights and refine your arguments. This teamwork reflects how lawyers actually work. They collaborate with colleagues, clients, judges, and opposing counsel. Developing the habit of speaking and listening respectfully fosters the collegiality that is central to a successful legal career.

While this casebook is designed for first-year law students, it also establishes a foundation for upper-level studies by introducing theories of justice. Law is a philosophical balancing act, as symbolized by the scales of justice. Contract law, for instance, balances efficiency with fairness. Courts apply rules predictably so people can rely on them, and yet judges remain flexible to reach just outcomes. This tension reveals how law adapts to human needs. It explains why contract disputes can be both technical and personal. Seeing how courts navigate this balance will give you a deeper appreciation for law's larger role. Theories about law's purposes form law's foundation in our society. While this book is focused on analyzing the law as it stands, from time to time, we will specifically investigate how contract doctrines are supported by foundational theories of justice. This is not only philosophically interesting but also prepares you to make sophisticated arguments for how doctrine should change.

To succeed in this endeavor, you must engage actively with this book and your course materials. Each module starts with basic ideas and builds toward more advanced ones. For instance, the module on mutual assent explores the core requirement of a bargain before examining its specific elements, like offer and acceptance. Doctrinal scaffolding rises from the foundation of legal theory. As with any sound structure, this casebook's doctrine begins with fundamental framing, then adds increasing levels of complexity.

Cases bring this scaffolding to life by showing how courts apply legal theories to actual disputes. As you read them, notice how judges and lawyers highlight different facts, frame issues strategically, and apply rules in novel ways. Most cases feature two (or more) parties presenting opposing arguments, and it is not unusual to see a trial court's decision overturned by an appellate court, then possibly reversed again by a supreme court. This illustrates how real legal problems rarely have a single "right" answer. Law can feel nebulous compared to subjects with definitive true/false solutions. You may hear the joke that every legal answer is "it depends." Your task is to figure out *on what* it depends. Cases will help you see why some arguments gain traction while others fail, and they will show you how subtle factual distinctions or legal nuances can shift the outcome.

Problems will ask you to construct your own arguments and evaluations upon the structure of the rules you have learned. As you have seen from reading cases, there is no single right way to form a contract argument. That is why this book does not provide written answers to essay-style questions. Sometimes you might feel lost without a single correct solution, and that feeling can be daunting if you are used to academic work that prioritizes a final product over the process of getting there. But this uncertainty is intentional. Working through it helps you develop the skills of

self-assessment and the habits of mind required in real practice. Instead of matching your essay response to a “right” answer, compare your reasoning with the parties’ arguments in cited court decisions or with your classmates’ solutions. You will soon realize that more than one valid path can exist for the same dispute.

If you want to confirm your grasp of key doctrines, you can use the multiple-choice questions on the Carolina Academic Press Core Knowledge platform. They let you see where you stand on the basics and help you identify areas for further review. But the deeper learning will come from trying to reason through problems, sharing your ideas, and adjusting your arguments in light of feedback.

Active participation is key. Write out your analysis, ask questions, and mark places that confuse you. Talk with your classmates, learn from their perspectives, and refine your reasoning. Although this process can be challenging, it mirrors the reality of lawyering. Real disputes are not simple, but careful thinking can guide you to sound conclusions.

Remember that your professor, your classmates, and this casebook are here to support you. The work may feel tough, but it will also be rewarding. By the end of your studies, you will see how these doctrines, skills, and insights help you to handle the complexities of legal practice. Together, we will explore how contract law shapes daily life and how your future role as a lawyer can shape contract law.

Wishing you the best of luck in this course of study,

/s/ SETH C. ORANBURG





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