

# Contracting Law

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# Contracting Law

FIFTH EDITION

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CAROLINA ACADEMIC PRESS  
Durham, North Carolina

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ISBN 978-1-59460-989-3  
LCCN 2015943125

CAROLINA ACADEMIC PRESS  
700 Kent Street  
Durham, North Carolina 27701  
Telephone (919) 489-7486  
Fax (919) 493-5668  
[www.cap-press.com](http://www.cap-press.com)

Printed in the United States of America

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# Personal Acknowledgments

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I thank many classes of first year law students at St. Mary's University School of Law and the University of Hawai'i William S. Richardson School of Law for the joy of studying contract law with them, with special thanks to Francell Mokihana Marquardt, Joyce McCarty, Jill Nunakawa, Mike Simpson, Shawna Soderstein, Isabel de la Riva, Judy Saenz, and Denise Mejia. Thanks also to the secretarial staffs of St. Mary's University School of Law and of the University of Hawai'i School of Law, particularly Jane Tanaka and Frieda Honda, for excellent work and kind encouragement. I am indebted to the able and engaged research assistance of Christine Dahilig, Bonnie Oppermann, Suzanna Meredith, Karen Corby, Judy Saenz, Conry Davidson, Stephanie Hebert, and Laura Winfield. Among many generous colleagues I owe a special thanks to Yvonne Cherena Pacheco, Elise Garcia, Maivan Clech Lam, Ana Novoa, Judy Scales-Trent, Rey Valencia, and Judy Weightman. I am grateful to the buena gente of the Esperanza Peace & Justice Center, to Graciela Sanchez, Gloria Ramirez, Antonia Castaneda, Maria Berriozabal, and many others, with whom I have learned a practice of community cultural activism that gives shape to a life-long yearning for justice. I thank J. Kastely, Joe Kastely, and Christina Rose Kastely for loving conversation and engaging play. Finally I thank Graciela Sanchez for her mighty and courageous love, and Isabel, Enrique, Xavier, Fernando, Bernard, Gustavo, and Leticia Sanchez for enormous generosity of spirit and family.

—Amy Kastely

This new edition of *Contracting Law* is a first step in reorganizing the presentation of contracts doctrine in a first year casebook. It is our intention to retain a critical, outsider perspective while focusing attention on significant changes that have occurred in the past twenty years, including the redefinition or elimination of the requirement of consent or assent in consumer contracts. In that respect, the contracts workshop hosted by Nancy Ota and Albany Law School in 2012 was critical and I would like to thank our participants: Aditi Bagchi, Danni Hart, Hosea Harvey, Emily Houh, Eboni Nelson, Patricia Williams, and Erick Zacks. There is a wider community that I would like to acknowledge as well: the inclusive, supportive and informative annual contracts section conferences that have expanded, informed and shaped my understanding of contracts. Finally, it goes without saying that there would be no book without the collaboration, friendship and support of wonderful co-authors: Amy Kastely, Nancy Ota, and Deborah Zalesne.

—Deborah Waire Post

Thanks to all who paved the way and created the opportunity for me to enter the profession of legal education. I am in awe and indebted to you for your encouragement, especially Francisco Valdes, Julia M.C. Friedlander, Margaret Jane Radin, Emma Coleman Jordan, Mari Matsuda, Bill Ong Hing, Laura Gomez, and Gerald Lopez. I have had tons of support from many colleagues at Albany Law School and I am especially grateful for the fabulous assistance provided by Sherri Ann Meyer and Kimberly Waldin. Thanks also to Albany Law School for supporting a Contracts Workshop and all of the participants

who provided food for thought for Amy, Deborah, Deborah, and me to chew on including: Aditi Bagchi, Danni Hart, Hosea Harvey, Emily Houh, Eboni Nelson, Patricia Williams, and Eric Zacks. I have learned immensely from my amazing colleagues, Amy, Deborah, and Debbie, and I am grateful for the opportunity to work with them. Thanks to all of my students who make this endeavor meaningful and fun. And finally, I would not be doing any of this without the love and support of my family, but especially Victor and Laura, whose love and companionship sustain me.

—Nancy K. Ota

I would like to extend my thanks to the faculty of CUNY School of Law, whose encouragement and open-mindedness about the teaching of law made this project possible. In particular, I thank my dear friends and co-conspirators, Jeff Kirchmeier, Andrea McArdle, and David Nadvorney, whose influence is immeasurable. I also thank my wonderful students, whose energy and curiosity make the teaching of law fun and interesting and who challenge me in new ways each year. I am grateful to my co-authors, Amy, Deborah, and Nancy, for the inspiration of their work, as well as their endless patience and brilliance. I owe a special debt to Sharon Hom, who paved the way for me as one of the original co-authors of this book. Finally, I thank my parents, Saul and Shelly, and all the Zalesnes (and Retiks and Levins), for always being there for me with their love and support, and my wonderful partner Michael and amazing daughter Ella, for the inspiration and happiness they bring to me each day.

—Deborah Zalesne

# Acknowledgments

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# Editors' Note

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We have edited the cases, articles, and book excerpts for readability and relevance to the subject matter. In most cases, deletions are noted with ellipses. In some instances, citations and footnotes are omitted without notation. Cases and articles retain the original footnote numbers where included. We also attempted to achieve some uniformity with formatting styles and so the cases may look different from the official published version. And finally, we have included the first names of the judges who authored the opinions.

