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FIFTH EDITION

Amy Kastely
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—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

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— Nancy K. Ota

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— Deborah Zalesne
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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.