

ASPEN CASEBOOK SERIES

*TEMPLIN*

**CONTRACTS**  
**A Modern Coursebook**

ASPEN CASEBOOK SERIES

# Contracts

A MODERN COURSEBOOK

**Ben Templin**

Professor of Law

Thomas Jefferson School of Law



Wolters Kluwer

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*To my parents.*

## The Modern Approach to the Case Method

This book is part of a growing trend to modernize the way in which law students are taught, and it is different from the traditional casebook. With most casebooks, you learn the law by extracting the rules out of the case and then organizing the rules into an outline. Although effective, the traditional method is inefficient and can be misleading since no single case can properly summarize the complexity of the law.

The modern approach is more similar to the way attorneys actually learn the law. You first read an explanation of the rules — a summary that illustrates the scope and parameters of the law. After you have a foundation in understanding the rules, you then read the cases. The real worth of reading cases is to learn how courts reason through a legal problem. If you understand the rule before reading the case, you can focus more on learning how to think like a lawyer.

Although this book makes it easier to understand the law, you will still have to learn how to read and understand case law — just as with a traditional casebook. Additionally, you will be working through many more hypotheticals than are contained in other casebooks. By learning the law, studying the reasoning in the cases, and then applying the law by working through problems, you will more rapidly develop the critical thinking skills you need to be an attorney.

To help you on this journey, each chapter contains the following structure:

### Learning Objectives

The chapters start with concise statements of what you are expected to know and be able to do after completing the materials. Identify the topics you should focus on as you begin reading the chapter.

### Explanations of the Law

A clear explanation of the rules helps you to build mastery of the law before you read the cases. Within this explanation section are some recurring elements:

**Rules.** The primary rules are presented in a box, making it easier to refer back to the rule as you read the explanations.

**Examples.** Rules are illustrated with examples, providing guidance on different outcomes given a certain set of facts.

**Case Illustrations.** Cases pertinent to the rule at issue are presented as short synopses.

**Test Yourself.** Questions are embedded within the explanation section so that you can test your understanding of the principles. The answers are contained in the appendix.

## Case Law

The Case Law section contains a mix of classic contracts cases as well as more timely and topical cases that illustrate the principles discussed in the chapter. Each case contains questions that act as prompts to help you understand the court's reasoning.

## Key Concepts

The key concepts needed to achieve the learning objectives are listed near the end of the chapter. Be sure you have an understanding of these key concepts before moving onto the Problem Solving and Analysis section.

## Problem Solving and Analysis

The Problem Solving and Analysis section provides an opportunity to build critical thinking skills through a series of thought-provoking hypotheticals that are typically based on real-world scenarios. These problems also let you assess whether you have achieved the learning objectives defined at the beginning of the chapter.

The approach of this book, including its many problems and hypotheticals, goes beyond the traditional casebook in helping you to learn the law. While you will continue to brief cases and create a course outline as usual, this book will actively engage you in learning and understanding the law.

## About the Cases and Rules

The cases in the Case Law section contain the original opinions, though they have been edited for length. The Case Illustrations provide a synopsis of relevant cases and contain only some of the original opinion. Portions of the Case Illustrations are paraphrased from the original.

The rules selected are generally from three sources: the Restatement (Second) of Contracts, the Uniform Commercial Code Article 2, and case law. The rules are often paraphrased from the original sources for clarity.



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