

CONTRACTS

Seventh Edition

Joseph M. Perillo

Hornbook Series

CONTRACTS

Seventh Edition

by

Joseph M. Perillo

*Distinguished Professor of Law
Fordham University*

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Preface to the Seventh Edition

The First Edition of this text by the late John D. Calamari and myself was published in 1970. This revision, like the fourth, fifth, and sixth editions, was written without the aid of my late co-author; nonetheless it contains much of his learning and wisdom. Even where the words are mine alone they reflect John's impact on me as a mentor and friend.

I am extremely grateful for the assistance of Professor Helen Hadjiannakis Bender who read the entire manuscript with care. Her many comments and questions contributed immeasurably to the final text of the manuscript.

The attempt to describe and analyze so vast a subject matter in one volume has obvious dangers. Over-simplifications are inevitable. Generalizations tend to be more dogmatic than the law in action. Nevertheless, the practitioner is aware and the student soon becomes aware of the uses and limitations of introductory texts. A text of this kind seeks to provide a guide to a deeper knowledge of the subject.

The six prior editions of this text have met with success beyond our expectations. We measure success by the many graduates of diverse law schools from the most prestigious to the least renowned who have greeted us with thanks for having helped them learn contract law through the medium of this text. We also measure success by the many reported decisions and scholarly works that have cited this text as support for their conclusions about contract law. The aspiration of the present author is that this edition will meet with comparable success.

We are grateful for the support of Fordham Law School's outstanding deans during our long tenure here—William Hughes Mulligan, Joseph M. McLaughlin, John D. Feerick, William M. Treanor, and now Michael Martin.

JOSEPH M. PERILLO

July 2014

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