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CASES AND PROBLEMS ON
CONTRACTS

Sixth Edition



John D. Calamari, Joseph M. Perillo,
Helen Hadjiyannakis Bender
& Caroline N. Brown

WEST

CASES AND PROBLEMS ON CONTRACTS

Sixth Edition

■ ■ ■

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PREFACE TO THE SIXTH EDITION

With this 6th edition, the Fordham Law School co-editors have been joined by Caroline Nicholson Brown of the University of North Carolina School of Law.

The methodology used in this casebook started as an experiment and we deem the experiment a success. The problem method in tandem with case dissection engenders students' interest, enlarges their store of knowledge, and most important, requires them to exercise analytic thinking not only in the classroom but also while preparing their assignments.

As before, the Appendices include Articles 1 and 2 of the UCC so that a supplement need not be purchased. There are sample examination questions interspersed throughout the book.

The scope of the material that a student should master in a basic contracts course has increased disproportionately to the amount of curricular time available for its mastery. Coverage of the entire book is not recommended even for professors who enjoy the luxury of a six-hour course. Because the casebook is keyed into the Calamari and Perillo hornbook, it is possible to cover some topics or subtopics by assigning the problems alone. On the other hand the professor may decide to omit discussion of some of the problems in class. In short, the casebook can be treated as a menu.

The principal cases have been edited, but less drastically than in many of the recent casebooks. String cites have been shortened to one or two cases, while encyclopedias and the sort have generally been omitted without indication. Numbered footnotes retain their original numbering, footnotes by the editors are indicated by asterisks, and other materials added by the editors are in brackets, sometimes indicated by the abbreviation, "Ed."

We are indebted to our able research assistants Matthew Silverman (Fordham), Joseph Kornbluh (Fordham) and Charles Kabugo-Musoke (North Carolina).

We lament the passing of our late co-editor, John D. Calamari, but his ideas continue to animate ours.

We welcome comments on the form and content of this casebook. Send them to jperillo@law.fordham.edu, hbender@law.fordham.edu, or cnbrown@email.unc.edu

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