# FARNSWORTH ON CONTRACTS

E. ALLAN FARNSWORTH

THRO EDITION



# FARNSWORTH on

# **CONTRACTS**

#### **Third Edition**

# E. ALLAN FARNSWORTH

Alfred McCormack Professor of Law Columbia University

Reporter, Restatement (Second) of Contracts

**VOLUME III** 



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# FARNSWORTH on

# **CONTRACTS**

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# Contract for sale of Ferguson Farm

See Lucy v. Zehmer, §3.7 supra.

## Offer of reward for apprehension of Lincoln's assassin and accomplices

See Shuey v. United States, note 18 to §3.17 supra.

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### Offer of reward to anyone who caught flu after using Carbolic Smoke Ball

See Carlill v. Carbolic Smoke Ball Co., note 8 to §3.24 supra.



## Offer of bargain furs (third circle from right)

Courtesy of the Minnesota Historical Society. See Lefkowitz v. Great Minneapolis Surplus Store, note 30 to §3.10 supra.

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# **Note on Citations**

In this treatise, sections of the revised version of Article 2 of the Uniform Commercial Code are designated "UCC-R" and sections of the original version (the immediately previous version) are designated "UCC-O". The Restatement (Second) of Contracts is referred to simply as "Restatement Second," and the first Restatement of Contracts simply as "Restatement" or "first Restatement." Citations of cases are usually followed by an explanatory parenthetical phrase with a brief excerpt or other indication of the relevance of the case to the discussion. If a case is referred to more than once within a section, later citation is by cross-reference to refer the reader to the earlier parenthetical information. Of course the material in parentheses gives only a hint of the opinion itself, the only safe guide to the holding of the case. No notation is made of a higher court's refusal to review a case, including denial of certiorari by the United States Supreme Court.

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