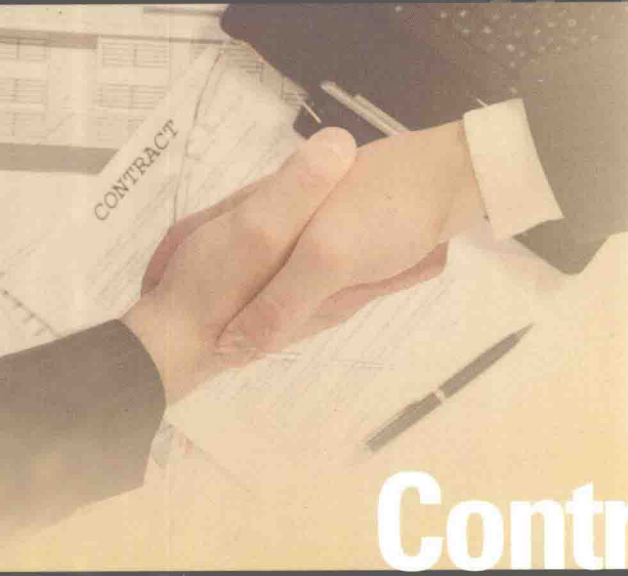


# Inside



## Contract Law

**What Matters and Why**

Michael B. Kelly



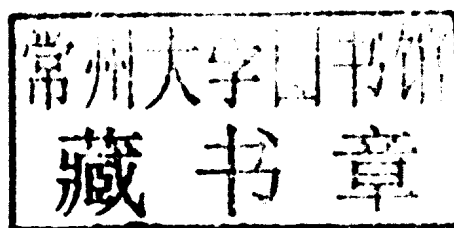
Wolters Kluwer  
Law & Business

# Inside Contract Law

What Matters and Why

**Michael B. Kelly**

*Professor of Law  
University of San Diego School of Law*



**Wolters Kluwer**

Law & Business

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# Preface

This book ushers you inside the world of contract law. It efficiently identifies the doctrines that govern contract disputes, puts them in the context of real situations in which they apply, and addresses how the doctrines resolve those disputes. In short, it tries to do in a few hundred pages the same thing law school classes in Contracts spend hours doing. The book may be helpful as an introduction to a law school course, providing an overview to the subject that places the doctrines in the context of real transactions. As an adjunct to a Contracts class, it will help you confirm that you understood the key components of a lesson or, less commonly, identify a piece of the lesson that may need additional attention. As the course concludes, it will help remind you of the range of issues discussed. Those who took contracts years ago may find it useful as a refresher. In addition, the book is among the first to consider how the newly approved Restatement (Third) of Restitution and Unjust Enrichment affects traditional contract doctrines.

This book offers a mix of elements that facilitate learning. It begins by offering you a context for each lesson. Contract law can be abstract, but is so much easier to understand when considering how it operates within our society. Three features of this book keep the lessons firmly rooted to the way contract law affects the world. The book begins with a chapter that explores both the role contracts play in enhancing individuals' lives and the role contract law plays in enhancing contracts, setting the stage for the entire body of contract law. Each chapter then begins with an **Overview**, designed to help you see how that chapter's material fits into the range of contract doctrines being studied. Each chapter ends with **Connections**, exploring the relationship between the ideas just studied and those explored in other chapters. In short, the book helps you stay clearly focused on the role played by the rules of contract law.

Within each chapter, the text cuts to the chase, quickly identifying the critical elements of each contract doctrine, usually in a numbered list. The accompanying text elaborates on each component of these rules. The text identifies tips and traps to help you use the doctrines effectively. **FAQs** probe some of the more commonly raised concerns, dispelling fallacies that sometimes emerge from a casual study of the law. **Sidebars** explore interesting or amusing implications of the issues discussed in the text.

The book does everything it can to immerse you in contract law, helping you develop the ability to use the material you learn. When possible, it offers you visual representations to make the lessons more accessible. Graphic elements, such as Venn diagrams and flow charts, augment the text, illustrating how various components of the law fit together. Remember, law isn't about what you know; it is about what you can do with that knowledge.

Perhaps most importantly, the book takes pains to help you master the language of the law. You need not only to think like a lawyer, but also to sound like a lawyer.

That doesn't mean cluttering your speech with a lot of unnecessary and pretentious terms like "whereas," "heretofore," and "party of the first part." But it does require using legal terms in the way that lawyers, judges, and professors understand them. You need to know what a lawyer or judge hears when you say a term, and you need to use that term only when that is what you mean. When discussing contracts, consideration does not mean thoughtfulness, sale does not mean discount, guaranty does not mean assurance (but warranty does), etc. In each chapter, terms with a special significance to lawyers are introduced in **boldface** and accompanied by a quick definition to help you understand exactly how the terms are used. Don't be afraid to use these terms; using them effectively is one way to show that you are an insider in legal culture. But using them imprecisely marks you as a novice. Pay attention to the words you use. More than any other feature, the boldfaced terms bring you inside contract law.

Every effort has been made to present this material in an ample mix of formats, easing your way to a mastery of the lessons of contract law. The law isn't easy; if it was, people wouldn't pay much for lawyers. But this book should help you penetrate the mysteries of contract law. I wish you all the best in your pursuit of this noble profession.

Michael Kelly  
December 2010

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