
SUMMARY OF CONTENTS

Contents		xi
Acknowledgments		xxxii
Editorial Notice		xxxiii
Introduction	Introduction to The Study of the Law of Contracts	1
Chapter 1	Intent to Contract: Agreement	7
Chapter 2	Consideration	131
Chapter 3	Remedies	237
Chapter 4	The Statute of Frauds	359
Chapter 5	The Parol Evidence Rule And Interpretation of the Contract	413
Chapter 6	Avoidance of The Contract	469
Chapter 7	Conditions and Promises: Performance and Breach	599
Chapter 8	Anticipatory Repudiation	679
Chapter 9	Third-Party Beneficiaries	703
Chapter 10	Assignment and Delegation	741
Table of Cases		783
Index		791

Acknowledgments	xxxi
Editorial Notice	xxxiii
Introduction	1
Introduction to the Study of the Law of Contracts	1
Chapter 1 Intent to Contract: Agreement	7
A. Introduction: The Principle of Mutual Assent	7
<i>Lucy v. Zehmer</i>	7
Notes and Questions	12
Problem 1	12
<i>Meyer v. Uber Technologies</i>	12
Notes and Questions	19
Problem 2	20
<i>Kolodziej v. Mason</i>	20
Notes and Questions	25
<i>Stepp v. Freeman</i>	26
Note	30
Problem 3	30
B. The Offer	31
Problem 4	31
1. Preliminary Negotiations	31
<i>Volker Court, LLC V. Santa Fe Apartments, LLC</i>	31
2. Statement of Opinion or Intention	34
Problem 5	34
3. Solicitations	34
<i>Lefkowitz v. Greater Minneapolis Surplus Store, Inc.</i>	34
Note on Deceptive Practices	37
Problem 6	37
Problem 7	37
4. Written Contract to Follow	38

<i>Continental Laboratories v. Scott Paper Co.</i>	39
Notes and Questions	42
Problem 8	42
C. Acceptance	43
1. Effect of Acceptance	43
Problem 9	43
2. Manifesting Assent to an Offer	43
Restatement (Second) of Contracts §50	43
Problem 10	44
<i>Beard Implement Co. v. Krusa</i>	44
Notes and Questions	49
<i>Fujimoto v. Rio Grande Pickle Co.</i>	50
Problem 11	53
Problem 12	53
3. Silence as Acceptance	54
Restatement (Second) of Contracts §69	54
Problem 13	54
<i>Day v. Caton</i>	54
Notes and Questions	56
Problem 14	56
Problem 15	57
<i>Norcia v. Samsung Telecommunications America, LLC</i>	57
4. Knowledge of Offer	61
Problem 16	61
D. Termination of the Power of Acceptance	62
Restatement (Second) of Contracts §36	62
1. Revocation by Offeror	63
Problem 17	63
<i>Dickinson v. Dodds</i>	63
Questions	66
2. Limits on the Power to Revoke: Option Contracts and Firm Offers	67
<i>2949 Inc. v. McCorkle</i>	67
Notes and Questions	69
Problem 18	70
Problem 19	70
3. Revocation and Acceptance of Offers to Enter into Unilateral Contracts	71
<i>Petterson v. Pattberg</i>	72
Notes and Questions	75

Note on the Modern Approach to Unilateral Contracts	76
Restatement (Second) of Contracts §32	77
Restatement (Second) of Contracts §45	77
Restatement (Second) of Contracts §62	77
Problem 20	78
Problem 21	78
4. Lapse of Time	79
Restatement (Second) of Contracts §41	79
<i>Loring v. City of Boston</i>	79
Question	82
Problem 22	82
Problem 23	82
<i>Phillips v. Moor</i>	83
Note on the Risk of Loss	85
5. Termination by Death or Incapacity of the Offeror or Offeree	85
Restatement (Second) of Contracts §48	85
Problem 24	85
6. Termination by Rejection	86
Restatement (Second) of Contracts §38	86
Problem 25	86
7. The “Mail Box” Rule	86
<i>Morrison v. Thaelke</i>	86
Problem 26	91
Note on the Mail Box Rule and Option Contracts	92
Note on Offers in International Sales	92
8. Termination by Counteroffer and the “Battle of the Forms”	92
a. The Common Law	92
<i>Princess Cruise Lines, Inc. v. General Electric Co.</i>	92
Problem 27	97
b. The Uniform Commercial Code	97
Uniform Commercial Code §2-207	97
Problem 28	98
<i>Commerce & Industry Insurance Co. v. Bayer Corp.</i>	99
Note	104
<i>Northrop Corp. v. Litronic Industries</i>	105
Note	109
Problem 29	110
<i>Klocek v. Gateway, Inc.</i>	110

Problem 30	114
E. Indefiniteness	114
Corbin on Contracts §29	114
<i>Walker v. Keith</i>	115
Notes and Questions	121
<i>Rego v. Decker</i>	121
Question	124
Problem 31	125
Problem 32	125
Assessment Multiple Choice Questions and Answers	125
Chapter 2 Consideration	131
A. The Basic Concept	132
1. Definition	132
Adam Smith, <i>The Wealth of Nations</i>	132
Corbin on Contracts §110	132
Restatement (Second) of Contracts §71	132
Problem 33	133
<i>Hamer v. Sidway</i>	133
Notes and Questions	136
Problem 34	136
2. Sufficiency	137
<i>Williams v. Ormsby</i>	137
Question	144
Problem 35	144
3. Adequacy of Consideration	145
<i>Batsakis v. Demotsis</i>	145
Questions	147
<i>Schnell v. Nell</i>	148
Question	150
Problem 36	150
Restatement (Second) of Contracts §87	150
<i>1464-Eight, Ltd. v. Joppich</i>	151
Note and Question	155
B. Forbearance as Consideration	155
Restatement (Second) of Contracts §74	155
<i>Fiege v. Boehm</i>	156
Problem 37	160

Contents	xv
Problem 38	160
Problem 39	160
Problem 40	161
C. The Illusory Promise	161
1. The Basic Concept	161
Restatement (Second) of Contracts §77	162
Problem 41	162
Problem 42	162
2. Reasonable Efforts Obligations	162
<i>Wood v. Lucy, Lady Duff-Gordon</i>	162
Question and Notes	164
3. Output and Requirements Contracts	164
Uniform Commercial Code §2-306	164
Corbin on Contracts §156	165
Problem 43	165
Problem 44	165
4. Satisfaction Clauses	166
<i>Morin Building Products Co. v. Baystone Construction, Inc.</i>	166
Questions	170
Problem 45	170
5. Notice of Termination	170
Uniform Commercial Code §2-309	170
D. Past Consideration	171
<i>Hayes v. Plantations Steel Co.</i>	171
Note	174
<i>Mills v. Wyman</i>	175
Notes	177
Problem 46	178
Restatement (Second) of Contracts §82	178
Problem 47	179
<i>Webb v. McGowin</i>	179
Notes and Questions	182
Problem 48	183
Restatement (Second) of Contracts §86	183
Problem 49	183
E. The Preexisting Duty Rule	183
1. The Basic Concept	183
<i>Harris v. Watson</i>	183

<i>Stilk v. Myrick</i>	184
<i>Lingenfelder v. Wainwright Brewery Co.</i>	185
Problem 50	186
Problem 51	187
Uniform Commercial Code §2-209	187
Problem 52	187
Problem 53	188
Problem 54	188
2. Past Due Monetary Debts	188
Problem 55	188
Problem 56	189
Problem 57	189
<i>Clark v. Elza</i>	189
Problem 58	193
Uniform Commercial Code §3-311	193
Problem 59	194
F. Promissory Estoppel	194
1. Historical Development	195
<i>Allegheny College v. National Chautauqua County Bank</i>	195
Questions	201
2. Basic Applications	201
Restatement of Contracts §90	201
Restatement (Second) of Contracts §90	201
Problem 60	202
Problem 61	202
<i>Universal Computer Systems v. Medical Services Association of Pennsylvania</i>	202
Notes	206
<i>James Baird Co. v. Gimbel Bros.</i>	207
<i>Branco Enterprises, Inc. v. Delta Roofing, Inc.</i>	210
Notes and Questions	213
3. The Limits of the Doctrine	214
<i>Hoffman v. Red Owl Stores</i>	214
Questions	223
Notes	223
<i>Dixon v. Wells Fargo Bank</i>	224
G. The Need for Consideration	231
Assessment Multiple Choice Questions and Answers	232

Chapter 3	Remedies	237
A.	Damages	237
1.	Introduction	237
2.	Measuring Expectation Damages	239
	<i>Hawkins v. McGee</i>	239
	Questions and Notes	242
	<i>Santorini Cab Corp. v. Banco Popular North America</i>	243
	Questions and Notes	246
	Problem 62	246
	<i>American Standard, Inc v. Schectman</i>	247
	Notes and Questions	249
	Problem 63	250
3.	The Reliance Interest	250
	<i>Sullivan v. O'Connor</i>	251
	<i>Anglia Television Ltd. v. Reed</i>	255
	Questions and Notes	257
	Note on the Presumption of Breaking Even	258
	Problem 64	258
	Note on Essential and Incidental Reliance Damages	258
	Note on Damages for Promissory Estoppel Claims	259
4.	Limitations on the Recovery	259
a.	Certainty	260
	<i>Merry Gentleman, LLC. v. George and Leona Productions, Inc.</i>	260
	<i>Freund v. Washington Square Press</i>	264
	Note on Nominal Damages	266
	Problem 65	267
	<i>Humetrix, Inc. v. Gemplus S.C.A.</i>	267
b.	Foreseeability	273
	<i>Hadley v. Baxendale</i>	273
	Notes and Questions	276
	Problem 66	276
	<i>AM/PM Franchise Ass'n v. Atlantic Richfield Co.</i>	276
	Problem 67	284
	Problem 68	285
c.	Avoidability	285
	<i>Rockingham County v. Luten Bridge Co.</i>	285
	Question	290
	Problem 69	290

Problem 70	290
<i>Parker v. Twentieth Century-Fox Film Corp.</i>	290
Notes and Questions	295
Problem 71	296
Problem 72	296
d. Damages by Agreement	297
Restatement (Second) of Contracts §356(1)	297
<i>Lake River Corp. v. Carborundum Co.</i>	297
Notes	302
Problem 73	302
Problem 74	302
Problem 75	303
Problem 76	303
Note	303
<i>Schurtz v. BMW of North America</i>	304
Notes and Questions	309
e. Punitive Damages	310
<i>Hibschman Pontiac, Inc. v. Batchelor</i>	310
Notes and Questions	314
5. Damages Under the Uniform Commercial Code	315
a. Buyer's Damages	315
Uniform Commercial Code §2-712	316
Uniform Commercial Code §2-713	317
Problem 77	317
Problem 78	318
b. Seller's Damages	318
Uniform Commercial Code §2-706	318
Uniform Commercial Code §2-708	319
Problem 79	319
<i>Neri v. Retail Marine Corp.</i>	319
Questions and Note	320
B. Restitution	321
1. Restitution When There Is No Contract: Quasi-Contract	322
<i>Kafka v. Hess</i>	322
Note	325
Problem 80	325
Problem 81	325
<i>Commerce Partnership v. Equity Contracting Co.</i>	326

Questions and Note	330
2. Restitution for Breach of Contract	330
<i>United States v. Algernon Blair, Inc.</i>	330
Notes and Questions	332
Problem 82	333
<i>Rosenberg v. Levin</i>	333
Problem 83	339
3. The Breaching Plaintiff	339
<i>Britton v. Turner</i>	339
Problem 84	342
Uniform Commercial Code §2-718	342
Problem 85	342
C. Equitable Remedies	342
1. The Meaning of “Equity”	342
2. Specific Performance	343
Posner, Economic Analysis of Law	344
Notes and Questions	344
<i>Centex Homes Corp. v. Boag</i>	345
Notes and Questions	348
<i>Laclede Gas Co. v. Amoco Oil Co.</i>	349
Notes and Questions	352
Problem 86	352
<i>Lumley v. Wagner</i>	352
Problem 87	354
Assessment Multiple Choice Questions and Answers	354
Chapter 4 The Statute of Frauds	359
A. History and Purpose	359
B. Types of Contracts Typically Covered Under Statutes of Frauds	360
1. Executor/Administrator Contracts	361
2. Suretyship Contracts	362
<i>Filo v. Liberato</i>	362
Problem 88	365
Problem 89	365
3. Made in Consideration of Marriage	366
Problem 90	366
4. Land Transactions	366
<i>Waddle v. Elrod</i>	366

5. The One-Year Provision	374
<i>Professional Bull Riders, Inc. v. AutoZone, Inc.</i>	374
Note	377
Problem 91	378
6. Modification of Contracts	378
Problem 92	379
7. Sale of Goods	379
<i>Eastern Dental Corp. v. Isaac Masel Co.</i>	379
Problem 93	382
C. Satisfaction of the Statute	382
Restatement (Second) of Contracts §131	382
<i>Crabtree v. Elizabeth Arden Sales Corp.</i>	383
Notes and Questions	386
Problem 94	387
Problem 95	387
D. Mitigating Doctrines and Exceptions	388
1. Restitution	388
Problem 96	388
2. Part Performance	388
<i>Cuzdey v. Landes</i>	388
Notes and Questions	390
<i>Buffaloe v. Hart</i>	391
Notes and Questions	394
Problem 97	395
3. Admissions	395
Uniform Commercial Code §2-201	395
Problem 98	395
Notes and Questions	395
Problem 99	396
4. Merchant Confirmations	396
<i>Thomson Printing Machinery Co. v. B. F. Goodrich Co.</i>	396
Notes and Questions	400
Problem 100	400
5. Estoppel, Waiver, and Special Manufacture	400
Problem 101	401
Restatement (Second) of Contracts §139	401
Notes and Questions	402
<i>McIntosh v. Murphy</i>	402

Contents	xxi
Notes	407
Assessment Multiple Choice Questions and Answers	408
Chapter 5 The Parol Evidence Rule and Interpretation of the Contract	413
A. Parol Evidence Rule	413
1. Introduction	413
Restatement (Second) of Contracts §213	414
Uniform Commercial Code §2-202	414
Problem 102	414
Problem 103	415
2. Integration Level	415
<i>Thompson v. Libbey</i>	415
Notes and Questions	417
<i>Lopez v. Reynoso</i>	418
Notes and Questions	422
3. Exceptions	423
a. Collateral Agreements	423
Restatement (Second) of Contracts §216	423
Uniform Commercial Code §2-202, cmt. 3	424
<i>Mitchill v. Lath</i>	424
Questions	428
<i>Betaco, Inc. v. Cessna Aircraft Co.</i>	428
Notes and Questions	435
<i>Lee v. Joseph E. Seagram & Sons</i>	436
Notes and Questions	440
Problem 104	440
b. Avoidance	440
c. Oral Conditions Precedent	440
<i>Beatley v. Knisley</i>	441
B. Interpretation	443
1. Interpretation and the Parol Evidence Rule	443
<i>Angus Chemical Co. v. Glendora Plantation, Inc.</i>	444
Notes and Questions	448
<i>Pacific Gas & Electric Co. v. G. W. Thomas Drayage & Rigging Co.</i>	449
Notes and Questions	452
Note on Course of Dealing, Usage of Trade, and Course of Performance	453

2. General Rules of Interpretation	454
Restatement (Second) of Contracts §201	455
Restatement (Second) of Contracts §§202, 203, 206, 207	456
<i>Russell v. Citigroup, Inc.</i>	457
Note and Questions	459
Problem 105	460
Note on the Law of Warranty in the Sale of Goods	460
Uniform Commercial Code §2-313	461
Uniform Commercial Code §2-314	462
Uniform Commercial Code §2-315	462
Uniform Commercial Code §2-316	462
Problem 106	463
Problem 107	463
Assessment Multiple Choice Questions and Answers	464
Chapter 6 Avoidance of the Contract	469
A. Introduction	469
B. Mistake	469
1. Misunderstanding	469
<i>Raffles v. Wichelhaus</i>	470
Notes and Questions	471
Restatement (Second) of Contracts §20	471
Problem 108	472
Problem 109	472
2. Mutual Mistake	472
Restatement (Second) of Contracts §§152, 154	472
<i>Lenawee County Bd. of Health v. Messerly</i>	473
Questions and Note	478
Corbin on Contracts §605	478
Problem 110	478
Problem 111	478
<i>Williams v. Glash</i>	479
Question and Note	482
<i>Bailey v. Ewing</i>	482
3. Unilateral Mistake	485
Restatement (Second) of Contracts §153	486
<i>Zippysack LLC v. Ontel Products Corp.</i>	486
Notes	488

Contents**xxiii**

Problem 112	488
Problem 113	489
Problem 114	489
Problem 115	489
4. Reformation	489
Problem 116	490
C. Fraud	490
1. Misrepresentation	490
Restatement (Second) of Contracts §§162, 164	490
<i>Vokes v. Arthur Murray, Inc.</i>	491
Notes and Questions	494
Problem 117	495
Problem 118	495
Problem 119	496
<i>Cousineau v. Walker</i>	496
Problem 120	501
Note on the Federal Trade Commission Act and State Unfair and Deceptive Trade Practice Acts	502
2. Nondisclosure	504
Restatement (Second) of Contracts §161	504
<i>Stambovsky v. Ackley</i>	505
D. Duress	508
<i>Totem Marine Tug & Barge v. Alyeska Pipeline Service Co.</i>	508
Question	513
<i>Everbank v. Marini</i>	513
Note and Question	521
Problem 121	522
E. Undue Influence	522
<i>Odorizzi v. Bloomfield School District</i>	522
Problem 122	527
F. Illegality	528
1. The Effect of Illegality	528
<i>Bennett v. Hayes</i>	528
Question and Note	530
<i>Carnes v. Sheldon</i>	531
Notes and Questions	536
2. Licenses	539
Restatement (Second) of Contracts §181	539

Problem 123	539
Problem 124	539
3. Contracts in Restraint of Trade	539
Problem 125	540
<i>White v. Fletcher/Mayo/Associates, Inc.</i>	540
Questions	545
G. Incapacity	545
1. Minors	545
<i>Valencia v. White</i>	546
Note	549
Problem 126	549
2. Mental Infirmity	550
Restatement (Second) of Contracts §15	550
Problem 127	551
Problem 128	551
Problem 129	551
H. Unconscionability	552
Questions	552
<i>Williams v. Walker-Thomas Furniture Co.</i>	553
Note and Question	556
Note on Door-to-Door Sales	556
Problem 130	557
<i>Weaver v. American Oil Co.</i>	557
Questions	559
Problem 131	560
Note on Unconscionability in the Leasing of Goods	560
<i>Stirlen v. Supercuts</i>	561
Notes and Questions	565
A Note on Boilerplate Terms and Unconscionability	566
I. Impossibility	567
<i>Taylor v. Caldwell</i>	567
Questions	569
Problem 132	569
Problem 133	570
Uniform Commercial Code §2-615	570
Problem 134	571
Problem 135	571
Problem 136	571

Contents	xxv
<i>Sunflower Electric Cooperative, Inc. v. Tomlinson Oil Co.</i>	571
Questions	579
<i>Krell v. Henry</i>	579
Questions	583
Problem 137	583
Problem 138	583
<i>Lloyd v. Murphy</i>	584
Notes	587
J. Putting It All Together	588
<i>Carrigg v. General R. V. Center, Inc.</i>	588
Question	595
Assessment Multiple Choice Questions and Answers	596
Chapter 7 Conditions and Promises: Performance and Breach	599
A. Basic Concepts	599
Problem 139	600
Problem 140	600
Problem 141	601
B. Express Conditions	601
1. The Policy Concerns	601
<i>Howard v. Federal Crop Insurance Corp.</i>	601
Notes and Questions	605
2. Strictly Satisfying Express Conditions	605
<i>Oppenheimer & Co., Inc. v. Oppenheim, Appel Dixon & Co.</i>	606
Notes and Questions	610
Problem 142	610
Problem 143	610
3. Conditions Precedent vs. Conditions Subsequent	611
<i>Gray v. Gardner</i>	611
Notes and Questions	612
C. Performance and Constructive Conditions	614
1. Need for Constructive Conditions of Exchange	614
<i>Kingston v. Preston</i>	614
<i>Shaw v. Mobil Oil Corp.</i>	615
2. Ordering Performances Through Constructive Conditions	618
Restatement (Second) of Contracts §234	618
Problem 144	619

Problem 145	619
Problem 146	619
Problem 147	620
3. Substantial Performance of Constructive Conditions	621
<i>Jacob & Youngs, Inc. v. Kent</i>	621
Notes and Questions	625
Problem 148	625
4. Material and Total Breach	625
<i>Walker & Co. v. Harrison</i>	627
Notes and Questions	629
<i>Carter v. Sherburne Corp.</i>	630
Notes and Questions	632
Problem 149	633
Problem 150	633
Problem 151	633
Restatement (Second) of Contracts §240	634
Problem 152	634
Problem 153	634
<i>Printing Center of Texas, Inc. v. Supermind Publishing Co.</i>	635
<i>Capitol Dodge Sales v. Northern Concrete Pipe, Inc.</i>	637
Notes and Questions	640
<i>Colonial Dodge, Inc. v. Miller</i>	640
Notes and Questions	644
D. Excuse	645
1. Prevention and Cooperation	645
<i>Sullivan v. Bullock</i>	645
Question	648
Problem 154	648
Problem 155	648
Note on Good Faith	648
2. Forfeiture as an Excuse	650
<i>Burger King Corp. v. Family Dining, Inc.</i>	650
Question	659
Note on the Different Uses of the Forfeiture Concept	659
<i>Inman v. Clyde Hall Drilling Co.</i>	659
Note	663
3. Waiver and Estoppel	663
<i>PHH Mortgage Corp. v. Ramsey</i>	663

Contents**xxvii**

Notes	670
Problem 156	671
Problem 157	671
4. Election	672
Problem 158	672
5. Impossibility	672
Problem 159	673
Problem 160	673
6. A Short Drafting Exercise	673
Problem 161	673
Assessment Multiple Choice Questions and Answers	674
Chapter 8 Anticipatory Repudiation	679
Problem 162	679
<i>Taylor v. Johnston</i>	679
Notes and Questions	683
Uniform Commercial Code §2-609	684
Restatement (Second) of Contracts §251	684
Problem 163	684
<i>Hope's Architectural Products v. Lundy's Construction</i>	685
Restatement (Second) of Contracts §252	692
Problem 164	692
Problem 165	693
Problem 166	693
Problem 167	693
<i>Greguhn v. Mutual of Omaha Insurance Co.</i>	693
Questions	698
Corbin on Contracts §965	698
Problem 168	699
Assessment Multiple Choice Questions and Answers	699
Chapter 9 Third-Party Beneficiaries	703
A. Types of Third-Party Beneficiaries	703
Problem 169	703
Problem 170	703
1. The Historical Development of Beneficiary Rights	704
<i>Lawrence v. Fox</i>	704

<i>Seaver v. Ransom</i>	708
Questions	710
Note on Terminology	710
<i>H. R. Moch Co. v. Rensselaer Water Co.</i>	711
Note on Municipal Contracts	713
Questions	714
2. The Need for the Restatement (Second) Changes	714
Restatement (Second) of Contracts §133	714
Problem 171	716
Note on the Miller Act	716
B. Expanding Use of Third-Party Beneficiary Concepts	717
<i>Blair v. Anderson</i>	717
<i>Bain v. Gillispie</i>	720
Problem 172	721
Problem 173	722
C. Rights of the Parties	722
1. The Promisor's Defenses	722
Restatement (Second) of Contracts §309	723
<i>Emirat AG v. High Point Printing LLC</i>	724
Notes and Questions	728
Problem 174	729
Problem 175	729
2. Vesting of the Beneficiary's Rights	729
Restatement (Second) of Contracts §311	729
<i>Board of Education of Community School District No. 220 v. Village of Hoffman Estates</i>	730
Problem 176	733
Problem 177	734
D. Mortgages and Third-Party Beneficiaries	734
Problem 178	735
Problem 179	735
Problem 180	736
Assessment Multiple Choice Questions and Answers	736
Chapter 10 Assignment and Delegation	741
A. Introduction	741
Problem 181	741
Problem 182	742

Contents**xxix**

Note on Novation	742
Problem 183	742
Problem 184	742
Problem 185	742
B. Validity of the Assignment or Delegation	743
Restatement (Second) of Contracts §317	743
Restatement (Second) of Contracts §318	743
Uniform Commercial Code §2-210	744
1. Performance Obligations	744
<i>Macke Co. v. Pizza of Gaithersburg, Inc.</i>	744
Question	748
Problem 186	748
2. Payment Obligations	748
<i>Herzog v. Irace</i>	748
Note and Question	751
Problem 187	751
C. The Formalities of an Assignment	752
1. Gifts	752
Restatement (Second) of Contracts §332	752
Problem 188	752
2. Assignments for Consideration	753
Restatement (Second) of Contracts §324	753
Note on Wage Assignments	753
D. Limitations on the Assignment	754
Problem 189	754
Problem 190	754
<i>Dick Broadcasting Company, Inc. of Tennessee v. Oak Ridge FM, Inc.</i>	755
E. Defenses of the Obligor	764
1. In General	764
2. Waiver of Defense Clauses	764
Problem 191	764
Problem 192	764
<i>Wales v. Arizona RV Centers, LLC</i>	765
3. Setoff and Recoupment	770
<i>Seattle-First National Bank v. Oregon Pacific Industries</i>	770
Question	772
Problem 193	772
4. Modifications	773

xxx

Contents

Problem 194	773
E. Warranties by the Assignor	773
Problem 195	774
Restatement (Second) of Contracts §333	774
Question	775
G. Delegation of Duties	775
<i>Langel v. Betz</i>	775
Questions	777
Problem 196	778
<i>Rouse v. United States</i>	778
Assessment Multiple Choice Questions and Answers	779
Table of Cases	783
Index	791