

---

# *Detailed Table of Contents*

---

ACKNOWLEDGMENTS AND ILLUSTRATION CREDITS.....	v
SUMMARY TABLE OF CONTENTS .....	ix
DETAILED TABLE OF CONTENTS.....	xv
TABLE OF CASES .....	xxix
TABLE OF RESTATEMENT, UCC, CISG, AND UNIDROIT PROVISIONS.....	xxxix
<b>CHAPTER 1</b> <i>Introduction</i> .....	1
§ 1. Overview.....	1
§ 2. Sources of Contract Law and Authority.....	4
§ 2.1. Judicial Opinions.....	5
§ 2.2. Restatements of the Law .....	5
§ 2.3. Statutory Law .....	7
§ 2.4. International Commercial Law and the CISG.....	8
§ 3. Features of this Book .....	9
<b>CHAPTER 2</b> <i>Consideration</i> .....	13
§ 1. Introduction.....	14
§ 2. Consideration as Benefit or Detriment .....	16
<i>Appeal of Clark</i> .....	16
<i>Dougherty v. Salt</i> .....	21
Food for Thought: Why is Consideration Required?.....	23
<i>Hamer v. Sidway (I)</i> .....	23
<i>Hamer v. Sidway (II)</i> .....	29
§ 3. Consideration as Bargain.....	33
<i>Baehr v. Penn-O-Tex Oil Corporation</i> .....	33

<i>United States v. Meadors</i> .....	37
Restatement (Second) §§ 71, 81 .....	46
<b>§ 4. Distinguishing Bargain from Conditional Gift</b> .....	48
<i>Tomczak v. Koochiching County Highway Department</i> .....	48
<i>Pennsy Supply, Inc. v. American Ash Recycling Corporation</i> .....	52
FYI: Scope of Article 2 and the CISG .....	60
PROBLEMS .....	61
<b>§ 5. Refining the Requirement of Consideration</b> .....	62
<i>Batsakis v. Demotsis</i> .....	62
<i>Schnell v. Nell</i> .....	66
<i>Dyer v. National By-Products, Inc.</i> .....	69
Food for Thought: Disputed Claim as Consideration.....	75
<i>Vassilkovska v. Woodfield Nissan, Inc.</i> .....	76
Practice Pointer: Illusory Promises and the Special Problem of Termination Clauses .....	84
PROBLEMS .....	86
<b>§ 6. Contract Modification and the Pre-Existing Duty Rule</b> .....	87
<i>Birdsall v. Saucier</i> .....	89
<i>Angel v. Murray</i> .....	95
Restatement (Second) §§ 73, 89 .....	102
UCC § 2–209 .....	102
CISG Art. 29.....	103
FYI: Waiver .....	104
PROBLEMS .....	104
<b>§ 7. Stretching the Limits of Consideration Doctrine</b> .....	105
<i>Lawrence v. Ingham County Health Department Family         Planning/Pre-Natal Clinic</i> .....	106
Food for Thought: Contractual Liability in Doctor-Patient Relationships .....	113
<b>§ 8. Review Exercise: Consideration</b> .....	114
 <b>CHAPTER 3 Alternatives to Consideration</b> .....	117
<b>§ 1. Introduction</b> .....	118
FYI: An Introduction to Contract Damages.....	118
<b>§ 2. Promissory Estoppel</b> .....	120
Restatement § 90 .....	123

Restatement (Second) § 90 .....	123
Food for Thought: Unpublished Opinions .....	124
<i>Conrad v. Fields</i> .....	126
FYI: History of Equity .....	131
<i>Hayes v. Plantations Steel Company</i> .....	133
<i>Ramone v. Lang</i> .....	138
<i>In re Field's Estate</i> .....	148
Food for Thought: The Future of Promissory Estoppel .....	153
<b>§ 3. Promise for Benefit Already Received</b> .....	154
<i>Drake v. Bell</i> .....	154
<i>Webb v. McGowin</i> .....	158
Restatement (Second) §§ 82, 83, 85, 86, 93 .....	164
PROBLEMS .....	166
<b>§ 4. Liability for Restitution</b> .....	169
<i>Nursing Care Services, Inc. v. Dobos</i> .....	171
<i>In re Estate of Cleveland v. Gorden</i> .....	174
<i>Lucent Technologies, Inc., v. Mid-West Electronics, Inc.</i> .....	179
<i>Brady v. State of Alaska</i> .....	187
PROBLEMS .....	193
<b>CHAPTER 4 <i>Manifestation of Mutual Assent</i></b> .....	197
<b>§ 1. Introduction</b> .....	199
<b>§ 2. Should Mutual Assent Be Judged Objectively or Subjectively?</b> .....	201
<i>Lucy v. Zehmer</i> .....	201
Food for Thought: Two Ships Named “Peerless” and the Absence of Objective Meaning .....	210
<b>§ 3. Assent to Indefinite or Incomplete Agreements</b> .....	211
<i>Quake Construction v. American Airlines</i> .....	212
FYI: The Pennzoil Case .....	221
<i>Academy Chicago Publishers v. Cheever</i> .....	222
<i>B. Lewis Productions, Inc. v. Angelou</i> .....	228
Food for Thought: Indefinite or Incomplete Agreements .....	239
<i>Sun Printing &amp; Publishing Ass’n v. Remington Paper &amp; Power Co.</i> .....	242
Food for Thought: The Impact of Jurisprudential Philosophy .....	249
PROBLEMS .....	250

§ 4. Mutual Assent by Offer and Acceptance .....	251
§ 4.1. Defining “Offer” .....	252
§ 4.1.1. Distinguishing Offers from Preliminary Negotiations .....	253
§ 4.1.2. Advertisements and Rewards .....	257
<i>Lefkowitz v. Great Minneapolis Surplus Store</i> .....	257
<i>Leonard v. Pepsico, Inc.</i> .....	261
§ 4.1.3. Price Quotations .....	276
<i>Nordyne, Inc. v. International Controls &amp; Measurements Corp.</i> .....	276
§ 4.1.4. The Bidding Process: RFPs, RFBs, and RFQs.....	281
PROBLEMS: WAS AN OFFER MADE? .....	284
§ 4.2. Defining “Acceptance” .....	286
§ 4.2.1. Distinguishing between Acceptance and Counter-offer .....	287
Restatement (Second) §§ 39, 50 .....	287
CISG Art. 19; UNIDROIT Art. 2.1.11 .....	288
<i>Ardente v. Horan</i> .....	289
PROBLEMS: ACCEPTANCE OR COUNTER-OFFER? .....	292
§ 4.2.2. The Mirror Image Rule.....	292
<i>Rhode Island Dept. of Transp. v. Providence &amp; Worcester R.R.</i> .....	294
PROBLEM: APPLYING THE MIRROR IMAGE RULE .....	300
§ 4.2.3. UCC Article 2 Abandons the Mirror Image Rule .....	301
§ 4.2.3.1. Contract Formation under UCC § 2-207 .....	303
UCC § 2-207. Additional Terms in Acceptance .....	303
PROBLEM: PUTTING UCC § 2-207 INTO A FLOWCHART.....	306
<i>C. Itoh &amp; Co. v. The Jordan International Co.</i> [Part 1] .....	307
PROBLEMS: CONTRACT FORMATION UNDER § 2-207 .....	312
§ 4.2.3.2. Contract Terms under UCC § 2-207 .....	314
UCC § 2-207. Additional Terms in Acceptance .....	314
<i>C. Itoh &amp; Co. v. The Jordan International Co.</i> [Part 2].....	317
PROBLEM: REFINING THE FLOWCHART OF UCC § 2-207 .....	320
PROBLEMS: CONTRACTS AND THEIR TERMS UNDER UCC § 2-207 .....	320
CISG Art. 19; UNIDROIT Arts. 2.1.11, 2.1.20, 2.1.22 .....	322
§ 4.2.3.3. Contract Confirmations under UCC § 2-207 .....	323
UCC § 2-207. Additional Terms in Acceptance or Confirmation .....	323
Food for Thought: Which UCC Sections Should Be Applied by Analogy? .....	324
§ 4.2.4. Which Manner of Acceptance is Effective? .....	325
UCC § 2-206.....	326
Restatement (Second) § 30 .....	326
CISG Art. 18; UNIDROIT Arts. 2.1, 2.1.6 .....	326

§ 4.2.4.1. Acceptance by Promise or by Performance: Bilateral and Unilateral Contracts .....	327
Restatement (Second) §§ 32, 62 .....	329
Restatement (Second) § 45 .....	330
§ 4.2.4.2. Acceptance by Conduct or by Inaction .....	331
Restatement (Second) § 69 .....	331
CISG Art. 18, UNIDROIT Art. 2.1.6 .....	332
<i>Houston Dairy, Inc. v. John Hancock Mutual Life Ins. Co.</i> .....	333
FYI: Unsolicited Merchandise and Negative Options .....	337
PROBLEMS: ACCEPTANCE BY SILENCE OR INACTION .....	339
§ 4.2.4.3. Electronic Offer and Acceptance .....	340
PROBLEMS: ACCEPTANCE IN ELECTRONIC AGREEMENTS .....	341
§ 4.2.5. Time of Effectiveness of Acceptance: The Mailbox Rule .....	342
Restatement (Second) §§ 63, 66 .....	342
UETA § 15 .....	343
PROBLEMS: THE MAILBOX RULE .....	344
Food for Thought: Should Electronic Communications Be Governed by the Mailbox Rule? .....	346
§ 4.2.6. Must the Offeree Notify the Offeror of Acceptance? .....	347
UCC § 2-206 .....	348
PROBLEM: NOTIFICATION OF ACCEPTANCE .....	348
§ 4.3. Terminating the Power of Acceptance .....	349
Restatement (Second) §§ 35, 36 .....	349
§ 4.3.1. Death or Incapacity of Offeror or Offeree .....	350
PROBLEM: DEATH OF OFFEROR .....	350
§ 4.3.2. Lapse of Offer .....	351
Restatement (Second) § 41 .....	351
CISG Art. 18, 21; UNIDROIT Arts. 2.1.7, 2.1.8, 2.1.9 .....	351
§ 4.3.3. Rejection by the Offeree .....	352
Restatement (Second) §§ 38, 39 .....	353
§ 4.3.4. Revocation by the Offeror .....	354
Restatement (Second) §§ 42, 43, 46 .....	354
PROBLEMS: TERMINATING THE POWER OF ACCEPTANCE .....	355
§ 4.3.4.1. Which Offers are Irrevocable? .....	356
<i>Pavel Enterprises, Inc. v. A.S. Johnson Co</i> .....	358
Practice Pointer: Bid Bonds .....	372
Food for Thought: Making Bids Irrevocable .....	373
PROBLEMS: IRREVOCABLE OFFERS .....	373
<b>§ 5. Review Exercise: Manifestation of Mutual Assent .....</b>	<b>374</b>

<b>CHAPTER 5</b>	<i>Defenses to Contract Enforcement</i> .....	377
§ 1.	<b>Introduction</b> .....	379
§ 2.	<b>Defenses Related to Defects in Mutual Assent</b> .....	380
§ 2.1.	Mistake.....	381
§ 2.1.1.	Mutual Mistake.....	381
	<i>Wood v. Boynton</i> .....	381
	<i>Lenawee Cnty Bd. of Health v. Messerly</i> .....	386
§ 2.1.2.	Unilateral Mistake.....	395
	<i>Wil-Fred's Inc. v. Metropolitan Sanitary District</i> .....	395
	Restatement (Second) §§ 153, 154.....	405
	PROBLEMS .....	406
§ 2.2.	Misrepresentation .....	407
	UNIDROIT § 3.8.....	408
	<i>Barrer v. Women's National Bank</i> .....	409
	Restatement (Second) § 162.....	421
	<i>Kannavos v. Annino</i> .....	422
	FYI: Unfair or Deceptive Acts or Practices (UDAP).....	428
	PROBLEMS .....	429
§ 2.3.	Duress and Undue Influence .....	430
§ 2.3.1.	Duress .....	430
	Restatement (Second) §§ 174, 175, 176.....	431
	UNIDROIT Art. 3.9.....	432
	<i>Holler v. Holler</i> .....	432
	Food for Thought: A Distinguishable Case?.....	437
	<i>Totem Marine Tug &amp; Barge, Inc. v. Alyeska Pipeline Service Co.</i> .....	438
	Food for Thought: Expansion of the Duress Defense?.....	447
§ 2.3.2.	Undue Influence.....	448
	Restatement (Second) § 177.....	448
	<i>Odorizzi v. Bloomfield School District</i> .....	448
§ 2.4.	Unconscionability.....	457
	<i>Williams v. Walker-Thomas Furniture Co.</i> .....	458
§ 2.4.1	Codifications of the Unconscionability Defense .....	466
	UCC § 2-302.....	468
	Restatement (Second) § 208.....	468
	UNIDROIT Art. 3.10.....	469
§ 2.4.2.	Substantive and Procedural Unconscionability.....	470
	<i>Sitogum Holdings, Inc. v. Ropes</i> .....	470
	<i>American Software, Inc. v. Ali</i> .....	480

<i>In re RealNetworks, Inc., Privacy Litigation</i> .....	486
Food for Thought: Agreements to Arbitrate and Varying .....	
Unconscionability Standards .....	490
PROBLEM.....	493
Food for Thought: Regulatory Alternatives to Unconscionability ....	494
<b>§ 3. Defenses Based on Lack of Capacity to Contract</b> .....	496
Restatement (Second) § 12. ....	497
§ 3.1. Infancy Resulting in Incapacity .....	497
Restatement (Second) § 14. ....	497
<i>Webster Street Partnership, Ltd. v. Sheridan</i> .....	499
<i>Halbman v. Lemke</i> .....	506
§ 3.2. Mental Illness or Defect .....	512
Restatement (Second) § 15. ....	514
<i>Ortelere v. Teachers' Retirement Board</i> .....	515
§ 3.3. Intoxication .....	525
Restatement (Second) § 16. ....	525
<b>§ 4. Violation of Public Policy</b> .....	525
Restatement (Second) § 178. ....	527
<i>Tunkl v. Regents of the University of California</i> .....	528
<i>Johnson v. Calvert</i> .....	535
FYI: Surrogacy Contracts in Flux .....	553
<b>CHAPTER 6 Statute of Frauds</b> .....	555
<b>§ 1. Introduction</b> .....	556
<b>§ 2. Manner and Effect of Invoking the Statute of Frauds</b> .....	560
<b>§ 3. Is the Contract within the Class of Contracts Covered by the Statute of Frauds?</b> .....	561
Restatement (Second) § 110 .....	562
UCC § 2-201.....	562
Think About It: Statute of Frauds One-Year Provision .....	564
<b>§ 4. Is there a Writing that Satisfies the Statute of Frauds?</b> .....	565
§ 4.1. General Requirements for the Writing.....	565
PROBLEM: WHAT KIND OF WRITING IS REQUIRED? (I).....	565
Restatement (Second) §§ 131, 133, 134, 136, 137. ....	565
UCC §§ 2-201; 1-201(37), (43).....	567
PROBLEM: WHAT KIND OF WRITING IS REQUIRED? (II).....	568

§ 4.2. Writing or Writings? .....	569
<i>Owen v. Hendricks</i> .....	569
<i>Crabtree v. Elizabeth Arden Sales Corporation</i> .....	573
§ 4.3. The Statute of Frauds in Electronic Commerce .....	578
<b>§ 5. Does the Agreement Fall Within an Exception to the Writing Requirement?</b> .....	580
§ 5.1. Contracts for the Sale of Goods .....	580
UCC § 2-201.....	581
§ 5.2. Part Performance Exception.....	582
§ 5.3. Equitable and Promissory Estoppel.....	584
Restatement (Second) § 139.....	585
PROBLEMS .....	586
<b>CHAPTER 7</b> <i>Content and Meaning of the Contract</i> .....	589
<b>§ 1. Introduction</b> .....	591
<b>§ 2. Interpreting Express Contract Terms</b> .....	591
§ 2.1. A Case Study in Interpretation.....	592
<i>Frigalimont Importing Co. v. B.N.S. International Sales Corp</i> .....	593
UCC § 1-303.....	599
§ 2.2. Canons of Construction.....	600
<i>Klapp v. United Insurance Group Agency</i> .....	604
§ 2.3. “Four Corners” vs. Context Approach.....	615
<i>C. &amp; A. Construction Co. v. Benning Construction Co.</i> .....	616
<i>Pacific Gas &amp; Electric Co. v. G.W. Thomas Drayage &amp; Rigging Co.</i> .....	623
§ 2.4. Stretching the Limits of Interpretation: Contracts and Commercial Context under the UCC.....	630
<i>Nanakuli Paving &amp; Rock Co. v. Shell Oil Co.</i> .....	631
<b>§ 3. The Parol Evidence Rule</b> .....	639
§ 3.1. The Effect of the Parol Evidence Rule .....	640
§ 3.2. “Exceptions” to the Parol Evidence Rule: When the Parol Evidence Rule Does <i>Not</i> Apply.....	642
Practice Pointer: Is Course of Performance Evidence Always Admissible? .....	645
§ 3.2.1 Collateral Agreements.....	645
<i>Lee v. Joseph E. Seagram &amp; Sons, Inc.</i> .....	646
§ 3.3. Is the Written Contract Partially or Completely Integrated? .....	652
<i>Middletown Concrete Products, Inc. v. Black Clawson Co.</i> .....	653

<i>Sierra Diesel Injection Service, Inc. v. Burroughs Corp., Inc.</i> .....	662
PROBLEMS .....	666
<b>§ 4. Implied Contract Terms and Provisions</b> .....	670
§ 4.1. Terms Implied from the Circumstances .....	670
<i>Fisher v. Congregation B'nai Yitzhok</i> .....	672
<i>First National Bank of Lawrence v. Methodist Home for the Aged</i> .....	676
<i>Wood v. Lacy, Lady Duff-Gordon</i> .....	682
§ 4.2. Duty of Good Faith.....	684
§ 4.2.1. Application of the Requirement of Good Faith in Performance or Enforcement .....	686
<i>Market Street Associates Limited Partnership v. Frey</i> .....	687
§ 4.2.2. Implied Duty of Good Faith in Requirements and Output Contracts.....	698
<i>Feld v. Henry S. Levy &amp; Sons, Inc.</i> .....	699
<i>Eastern Air Lines v. Gulf Oil Corporation</i> .....	702
FYI: Good Faith and “Unreasonably Disproportionate” Quantities....	708
§ 4.2.3. Implied Duty of Good Faith in Exercising Termination Rights.....	709
<i>Corenswet, Inc. v. Amana Refrigeration, Inc.</i> .....	710
<i>Bak-A-Lum Corporation of America v. Alcoa Building Products, Inc.</i> .....	718
<i>Baker v. Ratzlaff</i> .....	721
§ 4.3. Duty of Best Efforts.....	725
UCC § 2-306.....	726
<i>Bloor v. Falstaff Brewing Corporation</i> .....	727
<b>§ 5. Express Conditions</b> .....	733
§ 5.1. Identifying and Enforcing Express Conditions .....	735
<i>Morrison v. Bare</i> .....	735
<i>Internatio-Rotterdam, Inc. v. River Brand Rice Mills, Inc.</i> .....	742
<i>Peacock Construction Co. v. Modern Air Conditioning, Inc.</i> .....	745
§ 5.2. Conditions of Satisfaction .....	748
<i>Hutton v. Monograms Plus, Inc.</i> .....	749
<i>Morin Building Products Company, Inc. v. Baystone Construction, Inc.</i> .....	759
§ 5.3. Waiver and Excuse of Conditions .....	763
<i>Burger King Corp. v. Family Dining, Inc.</i> .....	764

<b>CHAPTER 8</b>	<i>Performance, Breach, and Excuse</i>	777
§ 1.	<b>Introduction</b>	779
§ 2.	<b>Categories of Implied Conditions</b>	779
	<i>Kingston v. Preston</i>	781
	PROBLEMS	783
§ 3.	<b>Performance and Breach under the Common Law</b>	784
§ 3.1.	Implied Conditions and Performance Responsibilities	784
	<i>Jacob &amp; Youngs v. Kent</i>	785
§ 3.2.	Substantial Performance or Material Breach?	793
	<i>Roberts Contracting Co. v. Valentine-Wooten Road Public Facility Bd.</i>	794
	<i>Khiterer v. Bell</i>	801
	PROBLEMS	806
§ 3.3.	Partial or Total Breach?	807
	Restatement (Second) § 242	808
	<i>Sackett v. Spindler</i>	809
§ 3.4.	The Complexities of Adjusting Performance after Breach	815
	<i>K &amp; G Construction Co. v. Harris</i>	816
	Take Note: Divisible and Severable Contracts	823
§ 4.	<b>Repudiation</b>	826
§ 4.1.	Defining Repudiation (Renunciation)	826
	<i>McCloskey &amp; Co. v. Minweld Steel Co.</i>	827
§ 4.2.	Anticipatory Repudiation	832
	<i>Hochster v. De la Tour</i>	833
	UCC §§ 2-610, 2-611	837
§ 4.3.	Reasonable Insecurity about Future Performance	837
	UCC § 2-609	839
	Restatement (Second) § 251	840
	CISG Arts. 71, 72	840
	FYI: “Hedge-to-Arrive” Contracts	841
	<i>Land O’Lakes, Inc. v. Hanig</i>	844
	PROBLEMS	851
§ 5.	<b>Performance and Breach under UCC Article 2</b>	852
	UCC § 2-601	852
	UCC § 2-608	854
	UCC § 2-508	855
	UCC §§ 2-606, 2-607	856
	<i>Ramirez v. Autosport</i>	858
	PROBLEM	864

<b>§ 6. Excuse Defenses: Impossibility, Impracticability, and Frustration of Purpose</b> .....	864
§ 6.1. Historical Background of the Excuse Defense .....	865
<i>Taylor v. Caldwell</i> .....	866
<i>Unke v. Thorpe</i> .....	869
<i>Krell v. Henry</i> .....	874
<i>Adbar, L.C. v. New Beginnings C-Star</i> .....	880
§ 6.2. Impossibility Broadens into Impracticability .....	883
<i>Transatlantic Financing Corp. v. United States</i> .....	884
<i>Northern Ind. Public Service Co. v. Carbon County Coal Co.</i> .....	889
<i>City of Vernon v. City of Los Angeles</i> .....	896
§ 6.3. Force Majeure Clauses .....	905
§ 6.4. When Do Courts Grant Excuse? .....	906
§ 6.5. Codifications of the Excuse Defense .....	908
UCC §§ 2-615, 2-616.....	909
Restatement (Second) §§ 261, 265, 266 .....	910
UNIDROIT Art. 7.1.7 .....	910
PROBLEM.....	911
<b>CHAPTER 9 Remedies</b> .....	915
§ 1. Overview.....	917
§ 2. Remedies at Law (Damages).....	918
§ 2.1. Expectation Damages.....	920
§ 2.1.1. Categories of Expectation Damages.....	921
§ 2.1.2. Thinking Sensibly About Expectation Damages .....	922
UNIDROIT Art. 7.4.2 .....	923
PROBLEMS: DETERMINING EXPECTATION DAMAGES .....	923
§ 2.1.3. Measuring Typical Direct Damages.....	925
CISG Art. 75; UNIDROIT Art. 7.4.5 .....	927
§ 2.1.4. Special Problems in Measuring Direct Damages .....	928
§ 2.1.4.1. Damages When There Is No Market .....	928
<i>Sackett v. Spindler</i> .....	928
§ 2.1.4.2. Damages Resulting from Anticipatory Repudiation .....	932
<i>Cosden Oil &amp; Chemical Co. v. Karl O. Helm Aktiengesellschaft</i> .....	933
§ 2.1.4.3. Owner's Cost to Complete versus Diminution in Value .....	939
<i>Jacob &amp; Youngs v. Kent</i> .....	940
<i>Khiterer v. Bell</i> .....	942

<i>Lyon v. Belosky Construction, Inc.</i> .....	943
PROBLEM: DAMAGES FOR INCOMPLETE PERFORMANCE .....	946
<i>Peevyhouse v. Garland Coal &amp; Mining Co.</i> .....	947
§ 2.1.4.4. Damages for “Lost Profits” and “Lost Volume” .....	956
<i>Neri v. Retail Marine Corp.</i> .....	957
<i>Vitex Mfg. Corp. v. Caribtex Corp.</i> .....	961
§ 2.1.5. Indirect Expectation Damages .....	966
§ 2.1.5.1. Incidental Damages .....	967
UCC §§ 2-710, 2-715(1) .....	967
PROBLEM: INCIDENTAL DAMAGES .....	967
§ 2.1.5.2. Consequential Damages .....	968
<i>Hadley v. Baxendale</i> .....	969
<i>Redgrave v. Boston Symphony Orchestra, Inc.</i> .....	973
<i>Kenford Co. v. County of Erie</i> .....	985
Think About It: Consequential Damages for New Businesses .....	988
UCC § 2-715(2) .....	990
CISG Art. 74; UNIDROIT Art. 7.4.4 .....	991
§ 2.1.6. Mitigation of Damages (Avoidable Damages) .....	991
CISG Art. 77; UNIDROIT Art 7.4.8 .....	992
<i>Sackett v. Spindler</i> .....	993
<i>Parker v. Twentieth Century-Fox Film Corp.</i> .....	995
§ 2.2. Reliance Damages .....	1003
<i>Security Stove &amp; Mfg. Co. v. American Ry. Express Co.</i> .....	1005
<i>Goodman v. Dicker</i> .....	1010
§ 2.3. Restitution Damages .....	1012
§ 2.3.1. Damages for the Party Who Materially Breaches .....	1013
<i>Lancellotti v. Thomas</i> .....	1014
Think About It: Measuring Restitution Damages .....	1021
§ 2.3.2. Damages for the Aggrieved Party in a “Losing” Contract .....	1022
<i>United States v. Algernon Blair, Inc.</i> .....	1022
§ 2.4. Agreed and Liquidated Damages .....	1025
UCC § 2-718(1) .....	1026
Restatement (Second) § 356 .....	1026
<i>Wassenaar v. Panos</i> .....	1027
Food for Thought: The Theory of Efficient Breach .....	1037
§ 2.5. Punitive Damages .....	1039
<i>Romero v. Mervyn’s</i> .....	1040
<i>Boise Dodge, Inc. v. Clark</i> .....	1045

§ 3. Equitable Remedies: The “Extraordinary Remedies” .....	1050
§ 3.1. Specific Performance .....	1050
<i>Ammerman v. City Stores Co.</i> .....	1051
<i>Laclede Gas Co. v. Amoco Oil Co.</i> .....	1055
Think About It: CISG Provisions on Specific Performance .....	1060
CISG Arts. 42 & 62 .....	1061
§ 3.2. Prohibitory Injunction .....	1061
<i>American Broadcasting Companies v. Wolf</i> .....	1062
§ 3.3. Specific Restitution .....	1070
<b>CHAPTER 10</b> <i>Third-Party Rights and Duties</i> .....	1071
§ 1. Introduction .....	1072
§ 2. Assignment of Rights and Delegation of Duties .....	1072
§ 2.1. Common Law Approach .....	1077
<i>British Waggon Co. v. Lea &amp; Co.</i> .....	1078
<i>Crane Ice Cream v. Terminal Freezing &amp; Heating Co.</i> .....	1082
§ 2.2. UCC and Restatement Provisions .....	1089
UCC § 2-210 .....	1090
Restatement (Second) §§ 317, 318, 322 .....	1090
§ 2.3. A Contemporary Case .....	1092
<i>Sally Beauty Co. v. Nexus Products Co.</i> .....	1092
§ 3. Third-Party Beneficiaries .....	1104
§ 3.1. Common Law Roots of the Doctrine .....	1107
<i>Lawrence v. Fox</i> .....	1107
<i>Seaver v. Ransom</i> .....	1113
§ 3.2. Third-Party Beneficiaries in the Restatements .....	1117
Restatement § 133 .....	1117
Restatement (Second) §§ 302, 304, 315 .....	1118
UNIDROIT Arts. 5.2.1, 5.2.2 .....	1119
§ 3.3. Contemporary Cases .....	1119
<i>Cretex Companies v. Construction Leaders, Inc.</i> .....	1120
<i>Martinez v. Socoma Companies, Inc.</i> .....	1128
Restatement (Second) § 313 .....	1136
<b>INDEX</b> .....	1137