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Cases and Materials on Contracts: Making and Doing Deals

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CASES AND MATERIALS ON

CONTRACTS:
MAKING AND DOING DEALS

Third Edition

By

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PREFACE TO THE THIRD EDITION

Although this is the third edition of MADD, it is the first one to be published by West; the first two editions having been out by a different publisher. It is still, however, very much the same book that has become a beloved classic (at least in our minds!) over the past eight or nine years.

For prior users of MADD, the object of the third edition has been to make the book even more useable (and we hope enjoyable) for both students and instructors. To this end, we made a number of changes, including:

• moved a couple of chapters around (third-party interests and restitution);
• split one chapter ("Is it a Deal the Law will Enforce") into two (What Is "Consideration" and Why Is It Still an Important Part of Contract Law (or is Consideration Still an Important Part of Contract Law?)) and (Is the Agreement Unenforceable Because of Flaws in the Agreement Process or Problems with the Language of the Agreement?);
• trimmed in a several places and added in just a few;
• replaced some cases from the second edition with cases that we believe are better teaching vehicles, or, if no better, are at least shorter;
• reorganized the remedies chapter in a fashion that we hope will make the sequencing of the material more logical and accessible for students;
• added some new problems and expository material for topics that we thought needed a better explanation; and
• eliminated all references to Revised Article 2, other than a mention in the introductory chapter of its abysmal lack of success insofar as adoption in any of the states is concerned.

Overall, however, we tried to maintain, just as we did with the second edition, the overall organizational structure of the book and the conversational tone. We even injected some new attempts at what Epstein believes qualifies as humor. Ponoroff is not so sure, and Markell is just glad that his reappointment decision is still several years away.

Unlike the first two editions, the manuscript for the third edition was not prepared in camera-ready form. Therefore, while we may have to take responsibility for bad puns, we blame West for any errors or mistakes you may find. Trust us, however, those errors would have been a lot worse but for the superlative efforts of Jean Janisse, Judge Markell's assistant, who did a careful and thorough proof reading of the manuscript under a very tight timeline, and Mona Railan, a second year law student at the University of Richmond Law School who not only was able to work with Epstein but was also able to do an incredible amount of work of the highest quality.
It may bear mentioning that since the second edition, we have continued in our personal inability to hold a job. So, Epstein has moved from SMU to the University of Richmond Law School, and Ponoroff has moved from Tulane to the James E. Rogers College of Law at the University of Arizona. This time, it’s Markell who has demonstrated professional stability.

As always, our first hope is that you have fun using the book (or at least as much fun as one can have in law school), and, secondarily, that you, the student, maybe even learn a little something about contract law, and making and doing deals, in the process.

AS ALWAYS, WE WISH YOU A WONDERFUL FIRST YEAR.

DAVID G. EPSTEIN
BRUCE A. MARKELL
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Richmond, Las Vegas, and Tucson
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