



A SUMMARY OF THE LAW OF CONTRACTS

C.C. Langdell

It is easy to find broad-minded law professors who deplore narrow-minded law professors who deplore commercial outlines. It is not so easy to find a broad-minded law professor who identifies by name even one of those narrow-minded law professors. Try, for example, hopping on Westlaw, plugging in searches of this sort – commercial /5 outline! and law /5 student! – and finding yourself the names of some narrow-minded law professors who reject commercial outlines outright. We couldn't, but if you can, please do let us know. (We would, of course, also be happy to hear from law professors willing to appear on a published list of those who favor the banning of commercial outlines from law schools.) It is, however, easy to find law professors – with names attached – who produce both casebooks and the associated commercial outlines. When in law school, one of us especially liked Jesse Dukeminier's property casebook¹-outline² combo. But the greatest is the first: Harvard Law Dean C.C. Langdell wrote several influential law texts during the 1870s and '80s, including our favorite, *A Summary of the Law of Contracts*. Any law student would recognize it as a commercial outline. On the next few pages we reproduce, with fondness and respect, the front matter of *A Summary*.

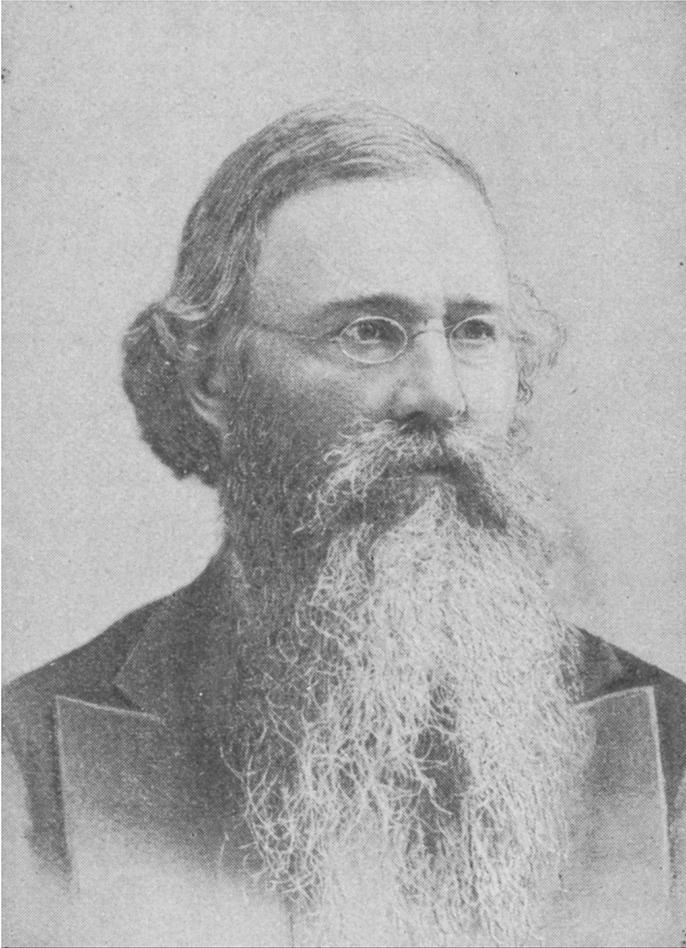
– The Editors

Christopher Columbus Langdell (1826-1906) was dean of the Harvard Law School from 1870 to 1895, where he practiced and championed the "case method" of instruction and the use of associated textbooks that came to be called, of course, "casebooks."

¹ Little, Brown & Co. (1990).

² Gilbert Law Summaries (1991).

C.C. Langdell



Christopher Columbus Langdell (circa 1889).

A Summary of the Law of Contracts

A

SUMMARY

OF THE

LAW OF CONTRACTS.

BY

C. C. LANGDELL,

DANE PROFESSOR OF LAW IN HARVARD UNIVERSITY.

SECOND EDITION.

BOSTON:

LITTLE, BROWN, AND COMPANY.

1880.

PREFACE TO THE SECOND EDITION.

THE following pages were first published as a supplement to the second edition of the writer's collection of Cases on Contracts. It was for that purpose that they had been written, and there was then no thought of issuing them in a separate form. It was soon found, however, that many persons who wanted the Summary did not care for the Cases, and hence the publishers felt compelled to furnish the former separately in some shape ; and as it was not fit to be sold separately in the form in which it was first published, they decided to republish it in its present style.

It must be confessed that the title-page does not give a very correct idea of the contents of the volume. On the one hand, though called a Summary, it contains a much fuller development of the topics embraced in it than is contained in any treatise with which the writer is acquainted. On the other hand, though called a Summary of the Law of Contracts, it embraces only a part of the subject of Contracts, namely, so much of it as is covered by the Cases before referred to. While, therefore, a part of the

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title leads the reader to expect less than he will find, the remainder of it leads him to expect more. Still, the writer has been unable to find a title which seemed less open to objection. As to the scope of the work, it seemed impossible to indicate its limits in a title-page. As to the term Summary, it has at least the recommendation of not leading the reader to expect too much; and it was suggested by the fact that, in its relation to the Cases to which it was designed as a supplement, the work was a Summary; that is, it was a concise statement and exposition of the doctrines involved in those cases.

The scope of the work is sufficiently indicated by the Table of Contents, but a reference to the volume of cases will render it still more clear. The cases are arranged in three chapters, entitled respectively Mutual Consent, Consideration, and Conditional Contracts. The following titles in the Summary, namely, Acceptance of Offer, Bidding at Auction, Mutual Consent, Offer, and Revocation of Offer, correspond to Chapter I. of the Cases; the title Consideration in the Summary corresponds to Chapter II. of the Cases; the following titles in the Summary, namely, Concurrent Conditions, Conditions, Conditions Precedent, Conditions Subsequent, Demand, Dependent and Independent Covenants and Promises, Notice, and Performance of Conditions, correspond to Chapter III. of the Cases; and the two remaining titles in the Summary, namely, Debt and Unilateral and Bilateral Contracts, treat of questions

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which are common to all the subjects to which the Cases relate.

Since the book as a whole was to be only a fragment, it was not thought worth while to divide it into chapters and sections, to be arranged in consecutive order, but the easier method was adopted of treating the different subjects separately and independently, and arranging them in alphabetical order. The arrangement of the subjects, therefore, indicates nothing as to the order in which they should be read, and every reader must exercise his own taste and judgment as to the order in which he will read them, or whether he will read them in any order.

As the Summary was written for the sake of the Cases, and the two were designed to be companions, the Cases constitute the chief authority cited in the Summary. When other authorities are cited, it is for some special purpose, it being no part of the writer's object to make a collection of authorities upon the subjects discussed. For the same reason, the cases are constantly cited and discussed without any statement of them, it being always assumed that the reader has them before him, and that, if he is not already familiar with them, he will make himself so.

The present edition differs but little from the first edition, except in form. Even in the few instances in which the writer's views have undergone a change or modification since the first edition was printed, the text has generally been left as it was first written,

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and the change of view has been indicated by a note. Instances of this will be found at §§ **48, 60, 77, 94, 177**. In one instance only the text has been materially changed, namely, in the last paragraph (**186**) of the first edition, which in the present edition has been rewritten and expanded into two paragraphs (**186, 187**).

CAMBRIDGE, June, 1880.

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