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DEATH OF CONTRACT: SECOND EDITION

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It insurance policies and renewals shall be acceptable to lender and shall insufance policies and renewals shall be acceptable to lender and any limiting and the insurance policies and renewals shall be acceptable to tender and presentation in the resonance of part presentation in the country of the property of the lender all encapts of part presentation of repart of the factor of the matrix is, lender and huntoners othicitions against in writing innumentary proceeds shall be appreciated by the security would be leasened, the matriance proceeds shall be excurted by this security and baread with the matriance proceeds shall be excurted by this security and the property of dues not shawed within "Layara half the insurance carrier has officied to stelle a claim, these lender may use the proceeds to repair of state the propert or sollies are application to shall be excurted by the arcuraty would be leasened after the due. The today period entire agree in the first of the floods may application to shall be a soluted to a solution of the propert or all the floods may application to shall be a soluted as a solution and proceeds. Lender may use the proceeds to repair or extract the propert or solute a space of the floods periods readily behavior and proceeds as a solution of the all the floods. The today periods and proceeds a second to the floods of the floods of the floods of the floods of the solution of the



Synopsis

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Customer Reviews

Reading Death of Contract is like a fresh glass of water after a hot day at work. It refreshes the mind, and makes you think that there can be some coherence to Tennyson's `lawless science of the laws'. The beauty of Gilmore's concise and short tome (I devoured it in three hours) is that it makes you begin to see contract law for what it really is: a construct designed by academics and over clever jurists, who have hyped up dead cases to the max in order to create their vision of `contract law'. It would be easier at this stage to descend into legalese, naming cases, and tediously analyzing the way Gilmore crushes the sacred cows that these landmarks in contract law have become. Poor lawyers all know the precedents Gilmore takes on: Foakes v Beer; Stilk V Myrick. What this book does is demonstrate the mangled reasoning of these cases. We learn that they achieved fame through their selection by conservative law school after conservative law school as staple fodder for years of aspirant lawyers. The cases that make up the foundations of contract law come across as aberrations, lucky strikes that have gone on too long. Gilmore shows that contract law is no holy part of out legal matrix. Instead, it is an incredibly fluid field of law, and we can legitimately, even after three hundred years of decided cases, still be allowing ourselves to ask when a contract actually is a contract. Gilmore sees contract law as analogous to your first battered up motor: a good runner, you have your fun with it, but there comes a point when its time to upgrade. I like his reasoning: there has been a death of contract.

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