

PUBLICATIONS

Books

A Contracts Anthology (2d ed. 1995, Anderson Publishing Company) (edited with commentary) (3d edition planned for publication by Lexis-Nexis for the Fall, 2009 market)

Works in Progress:

Volume 6 of the Revised Edition of *Corbin On Contracts* (Interpretation: the Parol Evidence Rule, Implied Terms and Default Rules) (Lexis-Nexis – publication scheduled for 2008)

The Color of the Constitution (an examination of constitutional law and race from 1776 forward)

Collective Projects

“Dissents in the Supreme Court” in *Encyclopedia of the Supreme Court* (in press, June, 2008)

Editorial Reviser, Restatement Second of Contracts (1981)

State Bar of Texas, Pattern Jury Charges, Vol. IV (Contracts, Consumer Law and Business Torts) (1990, 1992, 1993)

Articles

Billy Budd, Joseph Story, and Racial Liberals Frying Fish, A Polemical Essay (being submitted)

“Implied,” “Inferred,” and “Imposed”: Default Rules and Adhesion Contracts – the Need for Radical Surgery, 28 *Pace Law Review* 195 (2008).

From the Gutenberg Bible to Internet Neutrality – How Technology Makes Law and Why English Majors Need To Understand It, 39 *McGeorge L. Rev.* 1 (2008).

E. Allen Farnsworth’s Theory (Non-theory? Anti-theory?) of Contracts, in Theory and Anti-theory in the Work of Allen Farnsworth, 13 *Tex. Wesleyan L. Rev.* 1, 5-15 (2006) (based on paper given at the Second International Contracts Conference, held at the Texas Wesleyan University Law School, February, 2006). For comments and responses, see *id.* at 3-5, 15-30.

Hadley v. Baxendale and the Seamless Web of Law, 11 *Tex. Wesleyan L. Rev.* 225 (2005) (Foreword to Symposium, The Common Law of Contracts as a World Force in Two Ages of Revolution: A Conference Celebrating the 150th Anniversary of *Hadley v. Baxendale*.) This conference, held in Gloucester, England, in the summer of 2004, was the First International Contracts Conference.

Introduction to AALS Contracts Transcript, 14 *Toledo L. Rev.* 685 (2003) (Papers given at the Association of American Law Schools Contracts Section Symposium on “Teaching Contracts

Transactionally,” January 2003)

The Comfort of Certainty: Plain Meaning and the Parol Evidence Rule, 71 Fordham L. Rev. 799 (2002) (in issue in honor of Joseph M. Perillo)

Rough Justice: A Theory of Restitution and Reliance, Contracts and Torts, 2001 Wis. L. Rev. 695 (in issue on papers from the 2000 Wisconsin Contracts Conference). For comments, see Caroline N. Brown, 2001 Wis. L. Rev. 777, and John Tidwell, 2001 Wis. L. Rev. 825, 828-29. (This article is also discussed in Hanoch Dagan, *The Law and Ethics of Restitution* 13-14, 169, 171, 206-09 (Cambridge Univ. Press 2004.)

Consider Consideration, 44 St. Louis L.J.1317 (2000) (in “Teaching Contracts” symposium)

Non- [“Un-”?]American Law and the Core Curriculum, 72 Tulane L. Rev. 2031 (1998)

The UNIDROIT Principles of International Commercial Contracts: Should American Lawyers Pull Their Hair Out Over Them?, 13 Texas Transnational L.Q. 2 (1997)

Law's Unity -- An Essay For the Master Contortionist, 90 Nw. U. L. Rev. 183 (1995) (in Symposium: Reconsidering Grant Gilmore's *The Death of Contract*)

The *Carolene Products* Footnote and the Preferred Position of Individual Rights: Louis Lusky and John Hart Ely vs. Harlan Fiske Stone, 12 Const. Comm. 277 (1995)

Who Owns the Company?: Rethinking Capitalism for the Twenty-First Century, 3 Research in Law and Policy Studies 217 (1995)

White Liberal Looks at Racist Speech, 65 St. John's L. Rev. 187 (1991) (in symposium on the bicentennial of the Bill of Rights) (reprinted in part as Chapter 1 of *Speaking Freely* (H. M. Holzer, ed. 1994))

The Flesh Colored Band-Aid: Contracts, Feminism, Dialogue and Norms, 28 Houston L. Rev. 791 (1991) (with Patricia A. Tidwell)

Letter to David Dow -- Friendly Critic and Critical Friend, 28 Houston L. Rev. 861 (1991) (with Tidwell)

Is the First Amendment a Middle-Class Luxury?, 29 Houston Lawyer 18 (Nov.-Dec. 1991)

Why Bother With State Bills of Rights?, 68 Tex. L. Rev. 1573 (1990) (in symposium on the Texas Constitution)

Uncontracts: Contorts, Context and the Relational Approach, 1988 Ann. Survey of Amer. L. 139 (in N.Y.U. symposium on Contract Theory and Practice) (discussed at length in Julio César Cueto Rúa, El contrato como consentimiento y el contrato como relación in *Contratos: Homenaje a Marco Aurelio Risolía* 143 (Buenos Aires 1997))

Is Consent the Essence of Contract? -- Replying to Four Critics, 1988 Ann. Survey of Amer. L. 213

Precise Meaning and Open Texture in Legal Writing and Reading, in Walter, ed., Computing Power and Legal Language (1988)

The Decline of Assent: At-Will Employment As A Case Study of the Breakdown of Private Law Theory, 20 Ga. L. Rev. 323 (1986) (excerpted in Knapp & Crystal, Problems in Contract Law 551-53 (3d ed. 1993))

On the Amoralism of Contract Remedies: Efficiency, Equity, and the Second Restatement, 81 Colum. L. Rev. 111 (1981) (in symposium on the Restatement (Second) of Contracts) (reprinted in *International Library of Essays in Law & Legal Theory*, Contracts Vol. II (L. Alexander, ed. 1991))

The Meaning of Certiorari Denials, 79 Colum. L. Rev. 1227 (1979) (excerpted in Hart & Wechsler, *The Federal Courts and the Federal System* 1860-63 (3d ed. 1988))

Law for Them and Medicine for Us: A "Counterdisciplinary" Approach to Learning, 55 J. Urban Law 113 (1977)

Book Reviews

of David Ibbetson, *A Historical Introduction to the Law of Obligations* (Oxford Univ. Press 1999) and Elizabeth Cooke, *The Modern Law of Estoppel* (Oxford Univ. Press 2000), Jurist (on-line law review/law professors' list serve), <http://jurist.law.pitt.edu/lawbooks/revapr01.htm#Linzer> .

of W. O. Douglas, *The Court Years*, 58 J. Urban Law 561 (1981)

of Walter Berns, *The Supreme Court and the Future of American Democracy*, 55 J. Urban Law 225 (1977)

Chapter in Book

Validity Under Chapter 3 of the UNIDROIT Principles of International Commercial Contracts in Contratación Internacional — Comentarios a los Principios sobre los Contratos Comerciales Internacionales del UNIDROIT (Universidad Nacional Autónoma de México and Universidad Panamericana 1998)

“Cyber-Essay”

Corbin, Crosskey & Erie v. Tompkins, Jurist (on-line legal web site/law review), <http://jurist.law.pitt.edu/lawbooks/past.htm#Linzer>