

PROOFREADING

Of caps Jim Meets Long John Silver

Q/s/you Now, to tell the truth, from the very first
 caps mention of long John in Squier
 v/c Trelawneys letter, I had taken a ~~great~~ fear
 very in my mind that he might prove to be the
 1/4/m one legged sailor who I had watched for so
 lc/c/2# long at the Old Benbow.
 # But one look at the man before me
 O# was enough I had seen the captain and
 * Black Dog, and the blind man Pew, and I
 what/c/m thought I knew a bucan^{ee}er was like a very
 different creature, according to me, from
 ca/1/1 this clean and pleasant tempered
 A landlord. I plucked up courage at once,
 tr crossed the threshold, and walked up right
 # to the man where he stood propped on his
 crutch, talking to any customer.

Insert rule
 # Insert ^ * One of the pirates.
 O/ital/c/sc Treasure Island by R. L. Stevenson

JIM MEETS LONG JOHN SILVER

Now, to tell you the truth, from the very first mention of Long John in Squier Trelawney's letter, I had taken a fear in my mind that he might prove to be the very one-legged sailor whom I had watched for so long at the old Benbow. But one look at the man before me was enough. I had seen the captain and Black Dog,* and the blind man Pew, and I thought I knew what a buccaneer was like—a very different creature, according to me, from this clean and pleasant-tempered landlord.

I plucked up courage at once, crossed the threshold, and walked right up to the man where he stood propped on his crutch, talking to a customer.

* One of the pirates.













Treasure Island by R. L. STEVENSON

- ¶ New paragraph
- no ¶ No paragraph
- tr Transpose—used in margin
- ~ Transpose—used in text
- sp Spell out
- # Insert space
- eq. # Equalize space—used in margin
- ✓✓ Equalize space—used in text ✓
- ^ Caret—general indicator used to mark exact position of error in text
- lc Change to lower case—used in margin
- / Change to lower case—used in text
- 3 Superior—number or letter above caret
- 3 Inferior—number or letter below caret
- C Close up
- ☐ Move this to left

- ☐ Move this to right
- stet Retain as is
- wf Wrong font
- ⊖ Upside down
- ☐ Move this up
- ☐ Move this down
- ? Insert question mark
- ⊙ Insert period
- ⊙ Insert colon
- ∩ Insert comma
- ∩ Insert semicolon
- § ∩ Insert quotation marks
- 1/4 Insert hyphen
- 1/4 Insert dash
- ✓ Take out
- ✓ Insert apostrophe



PROOFREADING

	Use italics—used in text		Line up
<i>ital</i>	Italics—used in margin		Run in on same line
	Small caps—used in text		Insert parentheses
<i>sc</i>	Small caps—used in margin		Insert brackets
<i>Caps</i>	Capitals—used in margin		Is this OK?
	Capitals—used in text		Damaged
<i>Rom</i>	Roman type		Center horizontally
<i>Bf</i>	Bold face—used in margin		Center vertically
	Bold fact—used in text		
<i>p.c.</i>	See copy		

Note: Colon and semicolon are handled differently to distinguish them.

Likewise with comma and quotes.

Instructions to printer are **written**; corrections **printed**.

Corrections on proofs are always clearly marked in the **margin**.

Corrections on manuscript may be made within the line so long as it is clear.

B. The Troubling and Rare Unorthodoxy

Section 11

As seen in *Starr*, § 86 and the material benefit rule are puzzling intermeddlers to consideration doctrine and its comparatively well-defined exceptions.¹⁰ The pedagogical approach to the material benefit rule is generally to compare the enforced promise in the old chestnut *Webb v. McGowin*¹¹ to the unenforced promise in the even older *Mills v. Wyman*,¹² and then move on.¹³

10. Cf. Restatement (Second) § 90 (1981).

¹⁰ Compare, e.g., promissory estoppel in Restatement (Second) § 90. In response to the new Section 86, Prof. Gilmore wondered whether material benefit rule cases would quickly multiply so as to make the acceptance of the exception similar to promissory estoppel. Grant Gilmore, The Death of Contract 76 (1974). As this investigation will highlight, this has not occurred.

Ct.
¹¹ 168 So. 196 (Ala. App. 1935), cert. denied with opinion, 168 So. 199 (Ala. 1936) (enforcing a promise to compensate an injured rescuer who saved the promisor's life).

12 20 Mass. 207 (Ma. 1825) (refusing to enforce a promise made to compensate strangers who cared for the promisor's dying son). For a thorough review of the actual background and facts of *Mills*, see Geoffrey Watson, In the Tribunal of Conscience: *Mills v. Wyman* Reconsidered, 71 Tul. L. Rev. 1749 (1997).

13 See Marvin A. Chirelstein, Concepts and Case Analysis in the Law of Contracts 27 (1998) ("The decision in *Mills* can be (and always is) contrasted with that in *Webb v. McGowin* . . . "); see, e.g., John D. Calamari et al., Cases and Problems on Contracts 277-91 (2004); Lon L. Fuller & Melvin Aron Eisenberg, Basic Contract Law 152-63 (2001); Charles L. Knapp et al., Problems in Contract Law 146-60 (2003); Edward J. Murphy et al., Studies in Contract Law 112-28 (2003); Arthur Rosset & Daniel J. Bussel, Contract Law and Its Application 456-71 (1999); Scott & Krause, supra note 3, at 224-35.

The earliest cases in which plaintiffs advanced claims of a constitutional mandate for a redefinition of marriage did rely on federal constitutional claims. The first three cases, brought by one couple in each case, all did so.

Correct

In the first, a same-sex couple challenged a Minnesota clerk's refusal to issue them a marriage license, alleging various federal constitutional deprivations.² The court "dismiss[ed] without discussion" the plaintiffs' claims that the failure to issue a marriage license violated the First and Eighth Amendments to the United States' Constitution.³ Similarly, the court rejected due process and equal protection claims premised on the Ninth and Fourteenth Amendments and distinguished the U.S. Supreme Court's decisions in *Griswold v. Connecticut*⁴ (since the marriage statute does not impinge on the choice to procreate) and *Loving v. Virginia*⁵ ("there is a clear distinction between a marital restriction based merely upon race and one based upon the fundamental difference in sex").⁶

In the second case, brought in Washington state, plaintiffs' core claim relied on the state Equal Rights Amendment.⁷ Additionally, though, plaintiffs also raised federal claims based on the Eighth, Ninth and Fourteenth Amendments to the U.S. Constitution.⁸

²*Baker v. Nelson*, 191 N.W.2d 185 (Minn. 1971).

³*Id.* at 186 note 2. n.2

⁴381 U.S. 479 (1965).

⁵388 U.S. 1 (1967).

⁶*Baker* at 187.

⁷*Singer v. Hara*, 522 P.2d 1187 (Wash. App. 1974) review denied 84 Wash. 2d 1008 (Wash. 1974). (R10.5)

⁸*Id.* at 1189. 1188-89