
Essay

K Is for Contract—Why Is It, Though? A K’s Study on the Origins, Persistence and Propagation of Legal Konventions

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PRELUDE: MASSACHUSETTS KONFIDENTIAL

October 1969 started on a Wednesday.¹ A corporate executive by the name of Anthony Mansueto opened his month-at-a-glance calendar to find a meeting with one “Masiello” scheduled for the next day.² Frank R. Masiello, Jr. was a successful architect based in Worcester, Massachusetts, whom Mansueto had befriended some five years earlier when Mansueto’s New York based construction management firm, McKee-Berger-Mansueto, Inc. (“MBM”), sought to expand its business into Massachusetts.

Mansueto saw that Masiello was “well-connected politically” and “successful in obtaining Massachusetts state contracts,” so the pair “quickly developed a close personal friendship.”³ The architect introduced the manager to Massachusetts’ high society, including then-Governor Endicott Peabody and “well-placed individuals” in the subsequent Volpe administration.⁴

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1. The following facts and all quotations in the Prelude were taken from FRANCIS X. BELLOTTI, FRANCES BURKE, PETER FORBES, DANIE O. MAHONEY, WALTER J. MCCARTHY, JOHN WILLIAM WARD, LEWIS H. WEINSTEIN, & BANCROFT LITTLEFIELD, JR., FINAL REPORT TO THE GENERAL COURT OF THE SPECIAL COMMISSION CONCERNING STATE AND COUNTY BUILDINGS (1980) [hereinafter FINAL REPORT], <https://archives.lib.state.ma.us/handle/2452/122044?show=full> [<https://perma.cc/5AVZ-U3S5>].

2. 2 *id.* at 61 n.187.

3. *Id.* at 16, 95.

4. *Id.* at 24.

Around that time, Massachusetts' flagship public university, the University of Massachusetts at Amherst ("UMass"), prepared to build a second campus in the state's capital. In response, "MBM made an all-out effort to obtain the UMass/Boston contract."⁵ It faced fierce competition from experienced incumbents as well as tech innovators like John Mauchly, "one of the inventors of the electronic digital computer" (ENIAC).⁶ This meant that "MBM needed all the help it could get"—and received it from "powerful friends" like former governor Peabody, who received "large fee[s]" in exchange for proactive lobbying.⁷

On October 2, 1969, Peabody chaperoned meetings for MBM with UMass officials, the Director of the Bureau of Building Construction ("BBC"), and the Governor's chief fundraiser.⁸ On the same day that Mansueto attended these meetings, he also met Masiello regarding a matter Mansueto simply called "K."⁹ Nothing else ever came to light about that meeting, except that barely three months later—two days before Christmas—MBM was officially selected as project manager for the UMass Boston campus.¹⁰

The new campus opened in 1974, but that was hardly the end of the story. The buildings quickly proved so shoddy that UMass Boston dealt for decades—and still does¹¹—with the fall-out. In fact, "school officials were forced to erect barricades to keep passerby from being brained by the bricks that kept falling off the side of the library."¹² By 1979, a Special Commission of the Senate and the House Concerning State and County Buildings investigated UMass Boston and a whopping 1,400 other construction contracts from previous years.¹³ Dozens of lawyers, paralegals, CPAs, as well as former IRS and FBI investigators¹⁴ traced a "tortuous trail of paper" for over two-and-a-

5. *Id.* at 27.

6. *Id.* at 66.

7. *Id.* at 59, 61, 65.

8. *Id.* at 58–59.

9. Investigators never found out whether Mansueto was meeting the architect Masiello himself, or Masiello's brother (and bagman) William ("Bill") who was in charge of running the outfit at this time. *See id.* at 61 n.187; 3 *id.* at 4.

10. 2 *id.* at 26 n.1.

11. *'70s Scandal Haunts Efforts to Fix UMass Garage*, BOSTON GLOBE (Apr. 27, 2017), [bostonglobe.com/2017/04/27/eumassboston/jblRwdyMDIULC63HtP1mrK/story.html](https://www.bostonglobe.com/2017/04/27/eumassboston/jblRwdyMDIULC63HtP1mrK/story.html) [<https://perma.cc/S3U4-PDLB>].

12. MICHAEL FELDBERG, UMass BOSTON AT 50: A FIFTIETH-ANNIVERSARY HISTORY OF THE UNIVERSITY OF MASSACHUSETTS BOSTON 94 (2015) (describing "the UMass-Boston campus" as "ground zero of the scandal").

13. 1 FINAL REPORT, *supra* note 1, at 31–32.

half years and uncovered a gargantuan swamp of corruption:

For a decade at least, across Republican and Democratic administrations alike, the way to get architectural contracts was to buy them. . . . [T]he system has been rotten. The name of the game is cash. . . . Among those who had money and the influence to strike the bargain, the state was for sale.¹⁵

This was the Great Shaming of Massachusetts. Mansueto and Masiello's machinations served as a textbook example for the Commission's report, which turned into a "massive, detailed, narrative and critical history" spanning twelve volumes.¹⁶ Some mysteries remained unsolved, though: What happened during the "re K." meeting? Investigators simply noted that capital-K is "a common abbreviation for 'contract,'"¹⁷ and surmised that Mansueto and Masiello may have discussed "the UMass/Boston contract." Facing thousands of other pieces of evidence, the Commission left a footnote and moved on.¹⁸

No one stopped to contemplate the real riddle: *Why K?*

I. K, AS IN KUAINLY KURIOUS?

The eleventh letter in the English alphabet is a curious specimen indeed: It "was a late addition to the English alphabet, used regularly in English writing only after the Norman conquest, a mere thousand years ago."¹⁹ Even today it still hasn't quite settled in, being the fifth most infrequent letter and fifth least-used word initial in modern English.²⁰ Since the letter K "really isn't needed in English," "no letter has a better ready-made opportunity to be conspicuous" than "Konspikuos K."²¹ If that alone is not enough to make "K" stand out wherever it goes, it has developed quite a penchant for going, and standing in, just where you least expect it.

A. WHAT DO LYSINE, POTASSIUM, AND CARRYING CAPACITY SHARE?

Rare though as the letter "K" is, it is truly a jack of all trades in the

14. See *id.* at 11 (listing acknowledgments for the investigation on pages 10–18).

15. *Id.* at 21–22, 24.

16. *Id.* at 20 ("Few will read it, and those few will probably read those chapters and sections in which they have a special interest. The Commission knows that.").

17. 2 *id.* at 61.

18. *Id.* at 61 n.187.

19. ALLAN METCALF, OK: THE IMPROBABLE STORY OF AMERICA'S GREATEST WORD 9 (2012).

20. Peter Norvig, *English Letter Frequency Counts*, <https://norvig.com/mayzner.html> [<https://perma.cc/AJ4Q-SEUU>].

21. Metcalf, *supra* note 19.

abbreviation business:

1. In chemistry, “K” is for *potassium*.
2. In ecology, “K” is for *carrying capacity*.
3. In mathematics, K-theory deals with *vector bundle classes*.
4. In nutrition, vitamin K is named for being *antihemorrhagic*.
5. In biochemistry, “K” is for the amino acid *lysine*.
6. In baseball, “K” is for *strikeout*.
7. In computer graphics, “K” is for *black*.

So, should we really be surprised that “K” is also “commonly used as shorthand for contract” in US law?²²

In fact, all of the above abbreviations have straightforward and uncontested rationales: In chemistry, potassium takes its shorthand from the Latin word for potash, *kalium*.²³ In ecology, the abbreviation for *carrying capacity* is said to come from its German equivalent, *Kapazitätsgrenze*,²⁴ just as in mathematics K-theory was discovered by a German, who called vector bundle classes *Klassen*,²⁵ and in nutrition, vitamin K was discovered by a Dane, who referred to blood clotting as *koagulation*.²⁶ In biochemistry, bioinformatics pioneer

22. JEREMY B. HORWITZ, *LAW SCHOOL INSIDER* 344 (2002); RICHARD STIM, *CONTRACTS: THE ESSENTIAL BUSINESS DESK REFERENCE* 237 (2d ed. 2016) (“The letter K is sometimes used as shorthand by lawyers and law students to refer to a contract.”).

23. *Potassium*, ONLINE ETYMOLOGY DICTIONARY, <https://www.etymonline.com/word/potassium> [<https://perma.cc/T5AX-EY9E>].

24. See GUY JACQUES, PAUL TRÉGUER, & HERLÉ MERCIER, *OCEANS: EVOLVING CONCEPTS* 177 (2020) (“‘K’: Kapazitätsgrenze or ‘environmental carrying capacity’”); MICHAEL C. TOBIAS & JANE G. MORRISON, *ANTHROZOOLOGY* 30 (2017) (“This refers to fundamental carrying capacity (K = ‘Kapazitätsgrenze’ in German . . .).”). Note that this may be a backronym since the constant K seems to have preceded the term carrying capacity. EUGENE P. ODUM, *FUNDAMENTALS OF ECOLOGY* 123 (1953); *id.* (2d ed. 1959) at 183 (“[T]he constant K, is the *upper asymptote* of the sigmoid curve and has been aptly called the *carrying capacity*.”). Odum’s quote is significant because he is credited with originally popularizing the concept “carrying capacity.” See Nathan F. Sayre, *The Genesis, History, and Limits of Carrying Capacity*, 98 ANN. ASSOC. AM. GEOGRAPHERS 120, 128 (2008).

25. Max Karoubi, *Lectures on K-Theory*, INT’L ATOMIC ENERGY AGENCY, https://inis.iaea.org/collection/NCLCollectionStore/_Public/38/098/38098190.pdf [<https://perma.cc/V5J2-FKL6>] (“It seems the terminology ‘K’ came from the German word ‘Klassen’, since K(X) may be thought of as a group of ‘classes’ of vector bundles on X. [The theory’s inventor Alexander] Grothendieck could not use the terminology C(X) since his thesis (in functional analysis) made a heavy use of the ring C(X) of continuous functions on the space X.”).

26. Henrik Dam, *The Antihæmorrhagic Vitamin of the Chick*, 135 NATURE 652, 653 (1935) (“I therefore suggest the term *vitamin K* for the antihæmorrhagic factor.”); Guylaine Ferland, *The Discovery of Vitamin K and Its Clinical Applications*, 61 ANNALS NUTRITION & METABOLISM 213, 214 (2012) (“[I]n 1935, Dam proposed that the new antihemorrhagic factor be called vitamin K as a reference to the first letter of the word

Margaret Dayhoff assigned single-letter codes to the twenty amino acids to facilitate computation, but lysine and tyrosine were last in line, when most single-letter codes were already taken (“L” for leucine) and “K” was just alphabetically closest to the letter “L.”²⁷ Similarly, in baseball, British reporter (and hall-of-fame inductee) Henry Chadwick “ran out of letters” to abbreviate “struck” after he had “chosen S to stand for sacrifice,”²⁸ so he went for the prominent end-letter of *struck*. Lastly, in computer graphics, the CMYK color scheme derives from earlier printing days, when composite color images required four ink plates: One each in cyan, magenta, and yellow, and the fourth, *key plate*, outlining image details in black.²⁹

Given that it takes just one paragraph to explain the seemingly odd appearance of K in over half a dozen non-legal fields, one would think that its use in legal language might be explained just as easily. One would be wrong.

B. K-FOR-C: AN “INITIATION INTO DISTINCTIVELY LEGAL LANGUAGE”?

Using “K” to abbreviate “contract” is a convention that “originates during law school notetaking.”³⁰ Law professors, who list legal shorthand among the “law learning skills,” teach students to use *K-for-Contract* in their classroom notes (but not formal writing)³¹ and to “remember” that K “is the abbreviation for contract” in outlines.³²

Since contracts is among the first subjects taught in law school, “it is during this first semester that students receive their primary initiation into distinctively legal language and thought,” and “undergo a transformation in thought patterns—a transformation often referred to as ‘learning to think like a lawyer.’”³³

‘Koagulation’, as spelled in the German and Scandinavian languages.”).

27. IUPAC-IUB Comm’n on Biochem. Nomenclature, *A One-Letter Notation for Amino Acid Sequences*, 7 *BIOCHEMISTRY* 2703, 2704 (1968); see also IUPAC-IUB COMM’N ON BIOCHEM. NOMENCLATURE, *A ONE-LETTER NOTATION FOR AMINO ACID SEQUENCES (DEFINITIVE RULES)* 642 (1971).

28. Adam Augustyn, *Why Does “K” Stand for Strikeout in Baseball*, *ENCYCLOPEDIA BRITANNICA*, <https://www.britannica.com/story/why-does-k-stand-for-a-strikeout-in-baseball> [https://perma.cc/DUV2-HMWG].

29. Bryan Menegus, *The Difference Between RGB and CMYK, Explained*, *GIZMODO* (May 20, 2016), <https://gizmodo.com/the-difference-between-rgb-and-cmyk-explained-1777830600> [https://perma.cc/4W4K-2SBZ].

30. *K*, *LEGAL SECRETARY’S ENCYCLOPEDIA* (3d ed. 1982).

31. Edelstein, *infra* Appendix; see also Bell, *infra* Appendix; Peairs, *infra* Appendix.

32. JEFFERY DEEVER, *THE COMPLETE LAW SCHOOL COMPANION* 140 (1992).

33. ELIZABETH MERTZ, *THE LANGUAGE OF LAW SCHOOL* 34 (2007); see also Jonathan Yovel, *Rights and Rites: Initiation, Language and Performance in Law and Legal*

This transformation is so thorough that the entire profession has internalized *K-for-Contract* even to the extent that the preeminent legal dictionary does not list “K” in its “table of legal abbreviations,” but rather as a main entry stating matter-of-factly: “K. *abbr.* Contract.”³⁴ K was once even one of only four “K”-words (along with Kidnapping, Kin, and Kiting) that legal secretaries were expected to know,³⁵ and even today’s academic scholars use it without explanation in the title of journal articles,³⁶ book titles,³⁷ and online media.³⁸ They incorporate “K” into neologisms such as *contract social responsibility* (“KSR”), and carry it further by using “K”, rather than “L”, to abbreviate “license.”³⁹

Taken all together, more than a dozen law review articles⁴⁰ and at least as many books⁴¹ have used or acknowledged *K-for-Contract*, leaving some to conclude that *K-for-Contract* has advanced from a “students’ abbreviation”⁴² to being “used almost universally by lawyers.”⁴³ Yet, of all these many authors, just one seemed even remotely flustered by the fact that “the letter K is not found in the word ‘contract’”; but even he quickly reassured his readers that while “this may seem odd,” K is “[n]onetheless . . . a common legal abbreviation,”⁴⁴ with no need for an additional justification.

Education, 3 STANFORD AGORA [https://perma.cc/MY45-EHHH].

34. K, BLACK’S LAW DICTIONARY (11th ed. 2019); K, ORAN’S DICTIONARY OF THE LAW (3d ed. 2000) (“K: Abbreviation for contract.”).

35. See *supra* note 30.

36. Vaughn, *infra* Appendix.

37. George & Korobkin, *infra* Appendix.

38. See, for example, ContractsProf Blog (@KProfsBlog), TWITTER (Feb. 21, 2022), https://twitter.com/KProfsBlog/status/1495737398197723140 [https://perma.cc/97Y3-SB68], the Contracts Section in the Association of American Law Schools with its mailing list “AALS-KS” (see *infra* Part IV), or an online platform for commitment contracts, stickK.com, which used to explain in its FAQ that “[t]he letter ‘K’ is the shorthand symbol for ‘contract’ used in legal writing. Since we offer Commitment Contracts, we felt it appropriate to add that extra ‘K’ in our name.” *FAQ—About stickK*, STICKK, https://web.archive.org/20150103064523/stickK.com:80/faq.

39. See Lipson, *infra* Appendix; Samuelson, *infra* Appendix.

40. See generally *infra* Appendix.

41. The only textbook mentioning *K-for-Contract* explicitly appears to be George & Korobkin, *infra* Appendix. For other law books, see *supra* notes 22, 30, 32, 34, as well as *infra* notes 42, 44.

42. Daniel Oran, LAW DICTIONARY FOR NON-LAWYERS 173 (2d ed. 1985).

43. See K, LAW.COM, https://dictionary.law.com/?letter=K [https://perma.cc/3RCS-VHSM].

44. CONSTANTINOS E. SCAROS, LEARNING ABOUT THE LAW 140 (1997); see also ATTICUS FALCON, PLANET LAW SCHOOL II 72 (2d ed. 2003) (“[A]t first glance it appears that the abbreviation for Contracts should be ‘Con’ . . .”).

II. CROWD CONFUSION: EIGHT EXPLANATIONS

A linguistics professor once remarked about the acronym “OK” (to which we will return later):

It’s hard enough for a normal-looking word to gain acceptance into our vocabulary, but for such an oddity as OK, the odds would seem to be almost impossible. It doesn’t fit the mold of words we admit to the English language. In fact, it breaks the mold.⁴⁵

The same could be said about *K-for-Contract*. In fact, law students did eventually question it. In the late 2000s, web forums started buzzing with inquiries about “the origin and reasoning for abbreviating ‘contract’ as ‘K,’”⁴⁶ about why “lawyers use ‘K’ for contracts,”⁴⁷ or why K would be “an abbreviation used for the word contract?”⁴⁸

None of these threads produced straightforward or uncontested explanations, however. Instead, eight different narratives competed in the void that academic nonchalance had left. Reviewing the archived forum contents, we find intriguing narratives that can be sorted into four groups of Konjectures.⁴⁹

A. THE JUST-TRADITION KONJECTURE

The simplest hypothesis requires few words: It’s just tradition. One forum user claimed that even in the early 1960s, when lecture notes still “smelled like smoke,” law students already referred to contracts as “K”.

In a more elaborate account, one user cited his professor, Charles Fried, “who has taught this subject for perhaps 200 years or so” (in fact, forty-six at the time of writing) but couldn’t answer the student’s question about the origin of *K-for-Contract*. Ergo:

If there was anyone alive for when this abbreviation was decided (or contract law was written) it would have been him. My guess is that . . . looking for a deeper reason might be futile.

45. Metcalf, *supra* note 19, at 25.

46. See, e.g., Jake Walker, *What Is the Origin and Reasoning for Abbreviating “Contract” as “K”*, ASK METAFILTER (Dec. 14, 2007), <https://web.archive.org/20220416183029/ask.metafilter.com/78690/What-is> [<https://perma.cc/QXX2-WNQ2>].

47. Anonymous, *Why Do Lawyers Use “K” for Contracts?*, YAHOO! ANSWERS, <https://web.archive.org/20200404121236/answers.yahoo.com/question/index?qid=20070928173053AAowoVf>.

48. Wiki User, *Why Is K an Abbreviation Used for the Word Contract?*, ANSWERS, https://web.archive.org/20200130024433/answers.com/Q/Why_is_K_an_abbreviati_on_used_for_the_word_contract.

49. Unless noted otherwise, all literal quotes in this section come from the sources cited *supra*, notes 46–48.

Yet, even where no “deeper” reason exists, tradition must have started for *some* reason. In that sense, what the Just-Tradition Konjecture really says is that we may not find this reason.⁵⁰

B. THE IMPORTS KONJECTURE (WITH THREE KOROLLARIES)

Another group of explanations suggested that *K-for-Contract* may have been imported from a language where “K” might be more common than in English. Three candidates were discussed:

1. The French Korollary

One user suggested an etymological derivation from “the French word *kóntrá*” for contract. This would agree with the role of the Norman conquest in establishing K in the first place,⁵¹ and the fact that French words occasionally start with “K” where English uses a “C” initial—such as *kyste* (“cyst”) or *krach* (“crash”).

Yet, while “contract” does indeed derive from a French ancestor (*contrat*⁵²), this ancestor was (and still is) spelled with the letter “C.” The supposed “word” *kóntrá* seems to be a misconceived phonetical transcription. In fact, modern French uses “K” even less frequently than English,⁵³ and almost exclusively in loan words. (I found none but the two cited words that start with “C” in English but “K” in French).

2. The Greek Korollary

Another user suggested a Greek origin because her father, a lawyer, told her “that the Kappa (K) symbol is Greek for ‘C.’ In law they use lots of archaic Greek symbols like the Delta (Δ) symbol is used for ‘defendant’ and the Pi (π) symbol is the Greek symbol for ‘plaintiff’”.

Another forum contributor asserted with even greater confidence, “[t]he reason is because law professors like to abbreviate with Greek letters,” and argued phonetically: “There is no letter C in the Greek alphabet. There is Chi and Kappa. I guess they use K for kappa because it is a hard C sound.” This wasn’t far-fetched: Greek had been proposed as inspiring other abbreviations with “K” before.⁵⁴

50. A belief that in other contexts has been disproven before, see *infra* Part III.A.

51. See Metcalf, *supra* note 19.

52. *Contract*, ONLINE ETYMOLOGY DICTIONARY, <https://www.etymonline.com/word/contract> [<https://perma.cc/ZV5R-MRYN>].

53. By a factor of 10.4, according to Wikipedia. See *Letter Frequency*, WIKIPEDIA, https://en.wikipedia.org/wiki/Letter_frequency [<https://perma.cc/K2ZP-G52W>] (listing K as the second rarest non-ligature non-diacritical French letter after W).

54. See *infra* notes 67 and 101, and Weber, *infra* note 141.

3. The German Korollary

A third language was not associated directly with *K-for-Contract*, but came up when one user mentioned “electrocardiograph” being abbreviated to EKG, which another explained as “an abbreviation for the German *elektrokardiogramm*. Same roots, and a similar pronunciation—it’s just spelled according to the German rules”.

In a similar vein, a 1966 law review article on Professor Karl Llewellyn’s contribution to commercial contract law cited Llewellyn’s criticism of the “rigid German theories” of his day—and referred to these as the “Old Kontract Principles.”⁵⁵ This quip seems to have landed so well that it inspired other authors to spell “Kontracts” that way, and to even explicitly refer to “K for contract.”⁵⁶

A German origin therefore does seem plausible—no less, at least, than in K-for-carrying-capacity and K-theory,⁵⁷ and maybe even more so in law, where German businesses once even fought over intellectual property in the letter “K,” making it the first single-letter wordmark ever approved by Germany’s Federal Court of Justice (BGH).⁵⁸

C. THE CONFUSION KONJECTURE (WITH THREE KOROLLARIES)

An arguably more straightforward explanation drew on several users’ assumption that “contracts” could not be abbreviated to “C” because “maybe the letter C was already taken with some other common abbreviation”—not unlike what we have seen earlier for “lysine” and “struck”. While the original proponent of this Confusion Konjecture continued to admit “. . . but I can’t figure out what,” others were more inventive,⁵⁹ citing three words that might have taken precedence over “contracts” in claiming C for their abbreviation:

55. Eugene F. Mooney, *Old Kontract Principles and Karl’s New Kode: An Essay on the Jurisprudence of our New Commercial Law*, 11 VILL. L. REV. 213, 216 (1966).

56. Sloan, *infra* Appendix.

57. A German word was once even suggested as the origin of “O-K.” See Gretchen Hochdoerfer Rogers, *O. K. Once More*, 13 AM. SPEECH 234 (1938). For more on “OK,” see *infra* Part III.A.

58. See Kay-Uwe Jonas & Carmen Lichtenstein, *The Ninth Annual International Review of Trademark Jurisprudence*, 92 TRADEMARK REP. 229, 414 (2002); *Record #395101689*, Deutsches Patent- und Markenamt, <https://register.dpma.de/DPMARegister/marke/register/395101689/DE> [<https://perma.cc/C387-8JLL>].

59. This includes Jeremy Telman, the famed ContractsProf Blog editor. See ContractsProf Blog (@KProfsBlog), TWITTER (Sept. 13, 2021), <https://twitter.com/KProfsBlog/status/1437374236708986883> [<https://perma.cc/FP5R-F6DC>] (“I thought it was because ‘C’ is for cookie. That’s always been good enough for me.”).

1. The Con Law Korollary

One user pointed to the attribute “constitutional,” and asserted that “K distinguishes it [Contracts] from Con[stitutional] Law in course abbreviations”—which may at first seem odd, given that course syllabi usually refer to “Contracts” rather than “Kon Law” or “K Law.”

2. The C-Role Korollary

Another user referred to case hypotheticals and considered imaginary shorthand notes in a three-person case with a contract involved: “A & B ex. C w/ C 3rd party ben?” He concluded: “That doesn’t make any sense.” Similarly, a trained lawyer on an expert advice website also pointed out that “often in examples the parties to a contract will be ‘a’ and ‘b’ and ‘c’ so it would be too confusing to use ‘c’ as the abbreviation of contract.”

One might still wonder why the third role wouldn’t be abbreviated to something other than C (e.g., “A, B, X”), and whether three-role hypotheticals are really more common than fact patterns involving a party initialed as “K.” Just consider, for example, how confusing the *K-for-Contract* shorthand would render casenotes where courts described “A [K] by which defendant . . . sold to K. & Co. its entire cut of white pine lumber”⁶⁰; “K . . . made a [K] with B for the drilling of an oil and gas well”⁶¹; or “He and K then made an agreement On this [K] K paid the accused money.”⁶²

3. The Copyright Korollary

Other users hypothesized that K is just “easy to distinguish from other abbreviations like ‘c’ for copyright”, and that one “could confuse ‘C’ for ‘Copyright,’ since C is commonly used for that.” Yet, while “copyright” might abbreviate to “C,” most people would add parentheses around it, preventing confusion with the word “contract” in the first place. Also, copyrights are so rarely encountered in Contracts classes, why develop a shorthand for them at all? Let alone one that conflicts with the much more frequent word “contract”? By the same token of idiosyncrasy, *K-for-Contract* could be explained as a

60. *Notes of Recent Decisions—Including Interstate Commerce Matters*, 43 AM. L. REV. 129, 132 (1909) (rephrasing language present in *Demarest v. Dunton Lumber Co.*, 161 F. 264 (2d Cir. 1909)).

61. *Late Important Decisions*, 24 LAW. & BANKER & CENT. L.J. 170, 174 (1931) (rephrasing language present in *Kinsey v. Farmers State Bank of Neosho Falls*, 297 P. 693 (Kans. 1931)).

62. *Recent Cases*, 8 YALE L.J. 212, 213 (1898) (rephrasing language present in *Commonwealth v. O’Brien*, 52 N.E. 77 (Mass. 1898)).

means to disambiguate “contract” from “commodification.”⁶³

D. THE PHONETIC KONJECTURE

Lastly, several users advanced a phonetic argument: Contract’s “initial sound is a hard C, which is similar to a K.” One user opined that “when I read in my notes a ‘C’ I read ‘see’. If I see a ‘K’ I read ‘kay’—which is closer to the initial consonant sound of contract.”

Another observed that “people generally like using the letter ‘K’ for things with a hard ‘K’ sound. Like . . . ‘Krispy Kreme’? It makes no sense, but . . . it’s just the way it is.” In short: “‘K’ for ‘contract’ is probably nothing but a (phonetic) abbreviation.” Or maybe, as the “Krispy Kreme” example suggests, an instance of satiric misspelling?⁶⁴ We will return to this thought in Part V.B.

III. HISTORICAL EVIDENCE: SEEKING THE ORIGIN OF *K-FOR-CONTRACT*

Given that the French Korollary and the Copyright Korollary were outright unconvincing, we are left with all of six different candidate etymologies for *K-for-Contract*. This is reminiscent of another popular-yet-obscure abbreviation with “K,” so let us first consider this precursor before tracing the etymology of *K-for-Contract* as far back through legal history as possible—and stumbling upon another intriguing parallel in the process.

A. IT’S O.K. TO HAVE K.I. (NO IDEA)

The letter “K” is half of what an eminent linguist once called “America’s answer to Shakespeare”, namely “the most frequently spoken (or typed) word on the planet” and even “the first word spoken on the moon.”⁶⁵ That’s “OK.”

What do these two letters actually mean? Around the middle of the previous century, even “learned lexicographers” did not know, because “a century of speculation, obfuscation, and deliberate deception had obscured the origin of OK seemingly beyond

63. Compare Griffin, *News in Cyberspace*, *infra* Appendix, at 5 n.35 (“In the illustration ‘c’ stands for commodification.”), *with id.* at 6 n.36 (“In this illustration ‘k’ stands for contracts.”).

64. *Satiric Misspelling*, WIKIPEDIA, https://en.wikipedia.org/w/?title=Satiric_misspelling&oldid=948800331 [<https://perma.cc/3XMN-9J5W>] (“This is often done by replacing a letter with another letter (for example, in English, *k* replacing *c*) . . .”).

65. Metcalf, *supra* note 19, at ix, 1 (“[B]y far the most successful American creation in language.”).

recovery.”⁶⁶ When linguist historian Allan Walker Read set out to clean up the mess, he found no less than twenty-two “rival etymologies” around 1945, and all manner of “sportive suggestions” to explain where “OK” had come from.⁶⁷ He waded through newspaper clippings to discern a coherent history, which he then laid out in a series of five scholarly articles,⁶⁸ soon accepted as “a preliminary history of the abbreviated phrase.”⁶⁹ Today this narrative has stood the test of time—even fifty years later, Read’s reading is deemed “beyond the shadow of a doubt.”⁷⁰

So, what did he find? He discovered that, for the gentry, literati, and intellectual elites in the United States, “[t]he 1830s were a decade of unrestrained linguistic play—with jocular coinages, fanciful place names, puns, Wellerisms, and lighthearted word play of many kinds” featuring in literature and newspapers alike.⁷¹ These included both “humorous use of misspelling” (which Read called “cacography”),⁷² and “playing with initials”—frequently using K for absurd effect, as in “K.G., standing for ‘no go,’ as if spelled *Know Go*, and K.Y., standing for ‘no use,’ as if spelled *Know Yuse*,” culminating in the master stroke of sillyspell: “K.K.K.” chosen to stand for “commit no nuisance.”⁷³ This “craze for using initials” spread along the East Coast,⁷⁴ and eventually Bostonian newspaper editor Charles Gordon Greene⁷⁵ produced “the

66. *Id.* at ix.

67. Allen Walker Read, *The Folklore of “O.K.”*, 39 AM. SPEECH 5, 9 (1964). For other considerations of the origin of “OK,” see *id.* at 24 (adding that “[t]he facetious suggestions of ‘oysters kome,’ ‘only kissing,’ ‘orful kurious,’ ‘oarhound kandy,’ and so on, confused the situation so much that at a later time people were in a receptive mood for the Choctaw *okeh*, the Haitian *Aux Cayes*, the Greek *olla kalla*, and numerous others.”).

68. Allen Walker Read, *The First Stage in the History of “O.K.”*, 38 AM. SPEECH 5 (1963) [hereinafter Read, *First Stage*]; Allen Walker Read, *The Second Stage in the History of “O.K.”*, 38 AM. SPEECH 83 (1963) [hereinafter Read, *Second Stage*]; Read, *supra* note 67; Allen Walker Read, *Later Stages in the History of “O.K.”*, 39 AM. SPEECH 83 (1964) [hereinafter Read, *Later Stages*]; Allen Walker Read, *Successive Revisions in the Explanation of “O.K.”*, 39 AM. SPEECH 243 (1964) [hereinafter Read, *Successive Revisions*].

69. Christian W. J. Kloesel, *Charles Peirce and the Secret of the Harvard O.K.*, 52 NEW ENG. Q. 55, 55 (1979).

70. Metcalf, *supra* note 19, at 67, 80 (“The trail of written evidence from that day to the present is thick and clear. No other origin is plausible.”); Frederic G. Cassidy, *OK—Is It African?*, 56 AM. SPEECH 269, 272 (1981).

71. Read, *First Stage*, *supra* note 68, at 21–22.

72. *Id.* at 24–25 n.141.

73. *Id.* at 14. For other peculiar spellings from that era, see *id.* at 14–16, 21.

74. *Id.* at 15.

75. Metcalf, *supra* note 19, at 34 (“[I]t is almost certain that Greene himself was

first recorded instance of O.K.” on March 23, 1839 issue of the Boston Morning Post: “o.k.—all correct.”⁷⁶

The rest is history: By late 1839, OK “had permeated three of the leading literary circles of the United States,” and very soon “numerous quotations of the 1840s indicate an easy, familiar use among people of both high and low standing.”⁷⁷ Even as the wordplay fad faded, “OK” became so commonplace within just a few decades that its origin fell into oblivion just like its contemporaries from the cacography department had. Until Read re-read.⁷⁸

So, what does the OK story teach us about the origin of *K-for-Contract*? It may be quite whimsical. It may have been Boston all along. Only digging deep will tell.

B. DIGGING INTO LEGAL SCHOLARSHIP

Like a nineteenth century explorer searching for a river’s origin by backtracking along its banks, we will have to step back through legal history to reveal where *K-for-Contract* came from. Our best starting point might be Black’s Law Dictionary which lists *K-for-Contract*,⁷⁹ and has been published continually since 1891. Yet, disappointment awaits. Early editions of the dictionary reserved K for “Kenyon’s English King’s Bench Reports” and “Keyes’ New York Court of Appeals Reports,”⁸⁰ which remained true throughout the first eight decades of Black’s existence.⁸¹ In 1979, all of a sudden, the entry “K.” dropped out altogether,⁸² and did not return until twenty years later when Bryan Garner started editing the dictionary in 1999.⁸³

the father of o.k.”).

76. Read, *First Stage*, *supra* note 68, at 11–12 (“[C]lose forerunner, O.W., standing for ‘all right,’ as if spelled *oll wright*.”).

77. *Id.* at 18; Read, *Later Stages*, *supra* note 68, at 83.

78. Metcalf, *supra* note 19 (“His name was apt, because Read read voluminously in the books, magazines, and newspapers of early America. . . . [N]obody else but Read had read widely enough in the newspapers of that day to be sure that this was the first instance.”).

79. *K*, BLACK’S LAW DICTIONARY (11th ed. 2019).

80. HENRY CAMPBELL BLACK, A DICTIONARY OF LAW 1277 (2d ed. 1910) (table of abbreviations). The main section “K” initially began with “K.B. An abbreviation for ‘King’s Bench,’ (q.v.)” *K.B.*, BLACK’S LAW DICTIONARY (1st ed. 1891); *see also K.B.*, BLACK’S LAW DICTIONARY (2d ed. 1910).

81. *See K.B.*, BLACK’S LAW DICTIONARY (4th ed. 1968); *K*, PRINCE’S DICTIONARY OF LEGAL CITATIONS (8th ed. 2009) (providing three additional interpretations: “King,” “Korean,” and “Kotze’s Reports, Transvaal High Court (South Africa)”).

82. *See K*, BLACK’S LAW DICTIONARY (5th ed. 1979) (lacking a listing for “K”); *K*, BLACK’S LAW DICTIONARY (6th ed. 1990) (same).

83. *K*, BLACK’S LAW DICTIONARY (7th ed. 1999) (“*K. abbr. Contract.*”).

An earlier instance of *K-for-Contract* appeared in a hand-scribbled note from 1991 that read “this n/ an emplymt K w/in t/ except/n.” This was a lawyer’s shorthand for “This is not an employment contract within the exception”.⁸⁴ And not just any lawyer’s shorthand: None other than Justice Harry A. Blackmun jotted these abbreviations into his handwritten conference notes, later released as part of the Blackmun Papers.⁸⁵ Blackmun was eighty-two years old when he wrote this, so he probably started using *K-for-Contract* sometime between the early 1930s when he joined Harvard Law School and 1991.

Following the paper trail further back, we find a few uses of *K-for-Contract* throughout the 1960s,⁸⁶ even before Mansueto used it in his 1969 schedule. At least one author has argued that even in the 1950s, U.S. contract law had been “composed of pure theory, formation equations” that included “algebraic expressions like $K = \overset{o}{c} \overset{+}{a}$ ” where K represented contract, or “ $pf + a_d^k = QK$ ” where “Q.K. represented quasi-contract.”⁸⁷ Yet, this author had previously claimed that the same was true for late 1980s Canada, citing no evidence other than his own prescriptive advice and an informal conversation,⁸⁸ so we should not place too much trust in his personal recollection.

I only found two sources actually printed prior to the 1960s. The first is an introductory chapter of a 1948 casebook on civil procedure which advised students to use *K-for-Contract* among a variety of other abbreviations.⁸⁹ The second is a similar 1949 essay on legal methodology, which admonished law students: “Never write out the word ‘contract’ in a course in Contracts. Abbreviate it, as lawyers do, with the initial letter, ‘K’. Never write out the word ‘plaintiff’ or ‘defendant’. Use the Greek Π or Δ symbols instead.”⁹⁰

Little is known about Chalmers A. Peairs, the author of this 1949 advice, but he was—of all things—a member of the Massachusetts bar,

84. Ellen E. Deason, *Perspectives on Decisionmaking from the Blackmun Papers: The Cases on Arbitrability of Statutory Claims*, 70 MO. L. REV. 1133, 1178 (2005).

85. *Id.*

86. Hoehne & Rackley, *infra* Appendix; Peters, *infra* Appendix; but see G. R. HALL, THE IMPACT OF THE WEIGHTED GUIDELINES PROFIT SYSTEM ON DEFENSE CONTRACT FEES 3 (1969), <https://apps.dtic.mil/sti/pdfs/AD0703274.pdf> [<https://perma.cc/H3U9-3UVB>] (“[W]here . . . C and K [stand] for contract cost and capital respectively.”).

87. See Griffin, *Contracting*, *infra* Appendix; see also Ronald C. Griffin, *Hill’s Account*, *infra* Appendix.

88. Griffin, *Free Trade*, *infra* Appendix, at 210 n. 50 (citing Griffin, *Hill’s Account*, *infra* Appendix, at 507).

89. Atkinson & Chadbourn, *infra* Appendix.

90. Peairs, *infra* Appendix.

based in Westborough, Massachusetts.⁹¹ That is just ten miles from Worcester, where Mansueto befriended his partner-in-crime Masiello twenty years later. Peairs' writing and the Atkinson and Chadbourn casebook preceding it both show that *K-for-Contract* was so well-established even in 1948 and 1949 that it simply required no justification. But more important clues may come from what Peairs did *not* say: He called Π -for-Plaintiff and Δ -for-Defendant "Greek symbols," but he called "K" an "initial letter," thereby casting doubt on the Greek Korollary. Also, he did not mention Llewellyn, who was both still alive (at fifty-six years of age) and in his first faculty position at Columbia Law School and three years away from publishing the Uniform Commercial Code which became known as "Karl's New Kode."⁹² We might assume that Llewellyn ought to have been mentioned in that context if the German Korollary was true.

Absence of evidence is not evidence of absence, however. Just as we should not infer too much from Peairs' silence, the apparent lack of *K-for-Contract* in earlier print sources is hardly more informative. Although nineteenth century dictionaries even "for the use of students" did not mention "K" in relation to contract, but only as "an abbreviation of king,"⁹³ *K-for-Contract* may have been circulating all the same, but perceived too jocular to be worth documenting. Only one nineteenth century source may be able to establish a lower bound on when *K-for-Contract* entered circulation: An 1899 contracts casebook distributed at New York University Law School used "K." to abbreviate "Keener's Cases on Contract,"⁹⁴ which should have utterly confused students if *K-for-Contract* had been established usage at that time. Following that logic, our historical quest suggests that the strange kustom probably originated between 1900 and 1948.

C. K—IT'S COMPLEX, IT IS.

The period just identified is meaningful because it featured another instance of a lawyer using K as a counterintuitive shorthand—in neuroscience, of all places. In 1929, the technology of electrocardiography (which motivated our German Korollary of *K-for-Contract*) inspired German researchers to invent a device for brain

91. PAUL R. CUTRIGHT, A HISTORY OF THE LEWIS AND CLARK JOURNALS xvii (2000).

92. Mooney, *supra* note 55, at 213.

93. *K*, A LAW DICTIONARY AND GLOSSARY (1st ed. 1893); *see also* CHARLES C. SOULE, THE LAWYER'S REFERENCE MANUAL OF LAW BOOKS AND CITATIONS 425 (1883) (stating K as an abbreviation for King as well as both Keyes' and Kenyon's Reports).

94. CLARENCE D. ASHLEY, CONTRACTS. EXTRACTS; CITATIONS, CONDENSED CASES, CASES AND STATEMENTS iv (2d ed. 1899).

wave measurements called the electroencephalogram (EEG).⁹⁵ Within just a few years, a private lab in Tuxedo Park, New York used this technology to study human sleep, publishing its first research paper in 1935. Four years later, its ninth collaborative report described a brain wave pattern that the researchers dubbed “a K wave or complex.”⁹⁶ This is the established neuroscientific nomenclature to this day, yet “[t]he reason for calling them ‘K-complexes’ remains obscure.”⁹⁷ Staff at the Tuxedo Park Lab never explained why they used the letter K, and later researchers were unable to agree on a “definitive answer as to the derivation of its name.”⁹⁸

This means that today “no one knows why it’s called a ‘K’-complex. That explanation has been lost to history during the Second World War.”⁹⁹ Stranger still, all attempts to etymologize the K-complex match up neatly with our *K-for-Contract* Konjectures:

Tradition: One source noted, “there have been reports that the naming was made on the spur of the moment without attaching any significance to the letter K.”¹⁰⁰

Import: The K-complex was observed through a machine invented in Germany, where “complex” is spelled *Komplex*; others point to the Greek letter *kappa*, because EEG waves were conventionally named in Greek letters.¹⁰¹

Confusion: K may have served to disambiguate the brain wave pattern (the K-complex) from the sleep state in which it occurs: the “C state of sleep.”¹⁰²

95. Hans Berger, *Über das Elektrenkephalogramm des Menschen*, 87 ARCHIV FÜR PSYCHIATRIE UND NERVENKRANKHEITEN 527 (1929).

96. Alfred L. Loomis, E. Newton Harvey, & Garret A. Hobarth, III, *Distribution of Disturbance-Patterns in the Human Electroencephalogram, with Special Reference to Sleep*, 1 J. NEUROPHYSIOLOGY 413, 424 (1938).

97. Vaishnav Krishnan, Bernard S. Chang, & Donald L. Schomer, *Normal EEG in Wakefulness and Sleep: Adults and Elderly*, in NIEDERMAYER’S ELECTROENCEPHALOGRAPHY: BASIC PRINCIPLES, CLINICAL APPLICATIONS, AND RELATED FIELDS § 6.3.2 (7th ed. 2018).

98. Ian M. Colrain, *The K-Complex: A 7-Decade History*, 28 SLEEP 255 (2005).

99. Rafael Pelayo, Stanford course PSYC 235 (*Sleep and Dreams*) on 13 Apr 2020.

100. Krishnan et al., *supra* note 97.

101. *What Does the “K” in K Complex Stand for or Mean?*, BINARYSLEEP (Mar. 1, 2008), <https://web.archive.org/20200428103332/binarysleep.com/forum/phpbb3/viewtopic.php?f=38&t=5287> (with user RPSGT88athome commenting that “K . . . Komplex . . . [sic] no wait, that’s German”); *see also id.* (with user Sleeppladypalmdesert asserting that “it is Kappa . . . Kappa is the name for a vertex wave” and that “[m]ost of the EEG wave forms were names from the greek [sic] alphabet”).

Phonetics: The K-complex was discovered when researchers knocked on the sleep chamber, causing some to interpret it as a “knock complex.”¹⁰³

Unlike our Konjectures, which derived from Internet discussions, many of the quotes in this section come from research literature, which indicates that neuroscientists (unlike lawyers) are properly perplexed by their own convention. For whom would whimsically use an “obscure” capital-K just “on the spur of the moment”?

Maybe a lawyer would. Alfred Lee Loomis, who had established the Tuxedo Park sleep lab and first-authored the paper that named the K-complex,¹⁰⁴ was not just a neuroscientist and Yale graduate in mathematics, but also an accomplished alumnus of Harvard Law School. HeinOnline holdings record Loomis as a co-editor of volumes twenty-four and twenty-five of the *Harvard Law Review*, before he “graduated cum laude in 1912 among the top ten in his class.” Loomis then worked for half a decade at Winthrop & Stimson, a corporate law firm headed by his cousin Henry Stimson, then the Taft administration’s Secretary of War.¹⁰⁵

If *K-for-Contract* had already been popular in the 1910s, then a gunner, law review editor, and korporate kounsel such as Loomis would hardly have been unfamiliar with it. Maybe he used “K” in his neurological research just as arbitrarily as he had been taught to use it in law school?

This may seem far-fetched and we may never know for sure, but we best mind the words of one hunter for the origin of “OK”: “This is speculation, and may prove untrue, but it is the sort of speculation that must be done in the kind of detective work needed to discover the lost origin of a word.”¹⁰⁶

102. Loomis et al., *supra* note 96, at 426 (“When the C state of sleep is reached an interesting and characteristic large potential change occurs as a result of tone stimulation which can be designated a K wave or K complex.”).

103. Krishnan et al., *supra* note 97 (asserting that some “assume that ‘K’ stands for ‘knock complex,’ since K complexes can be precipitated by sound and are often but not always followed by a brief arousal.”); Colrain, *supra* note 98 (“One possibility is” that because “knocks” are among the sounds that “evoked a K-complex.”).

104. Loomis et al., *supra* note 96, at 426.

105. For this and subsequent descriptions in this section, see generally JENNET CONANT, *TUXEDO PARK: A WALL STREET TYCOON AND THE SECRET PALACE OF SCIENCE THAT CHANGED THE COURSE OF WORLD WAR II* ch. 2 (2002).

106. Woodford A. Heflin, ‘O.K.’ and Its Incorrect Etymology, 37 AM. SPEECH 243, 248 (1962).

IV. SURVEY EVIDENCE: ASKING THE CONTRAXPERTS

To finally get beyond mere speculation, I decided to conduct my own systematic research, as it were, into “the social and linguistic processes at work in contract law.”¹⁰⁷

In this case, I did so by way of a qualitative survey of the custodians of legal wisdom: In the spring of 2020, I contacted most professors who had either publicly referred to K as abbreviating contract or had authored their own contracts textbooks. I asked each of them by e-mail why they themselves used *K-for-Contract* and what they knew about its origin. In order not to bias their response, I did not mention any explanations I had previously heard or read.

I received replies from fifteen contract law professors at law schools in Baltimore, Boston (*not* UMass), Columbus, Davis, Denver, Little Rock, Los Angeles, Minneapolis, Saint Louis, San Francisco, Santa Clara, Palo Alto, Syracuse, Washington, and New Haven. Taken together, these professors represent some 477 years of combined teaching experience (32 years on average) and they edit four of the leading textbooks on contract law.

Most of my interlocutors were intrigued by what one of them called the “arcane underpinnings of the rules we all follow,” but none of them knew an answer to my question. Helpful as they were though, all but three provided their own conjectures, and one forwarded my request to a discussion list of the Contracts Section in the Association of American Law Schools. This mailing list (fittingly abbreviated “AALS-KS”) reached over five hundred other contract law professors, some of whom promptly joined the ranks of my respondents. We may safely assume, then, that in 2020 every contracts professor teaching in the United States has (however briefly) pondered the puzzle.

If no instructor was *sure* of the answer, then what did they *assume*? Without attributing their feedback individually,¹⁰⁸ I will sort it into our previously formed categories (with the corresponding section numbers in the left-most column)—but remember that none of my respondents had been told or asked about these categories of explanations in advance:

107. Mertz, *supra* note 33, at vii.

108. To protect anonymity, no citations to the e-mails are listed here. However, all e-mails remain on file with the author.

Table: Opinions from Contracts Professors on “Why K-for-Contract?”

#	Konjecture	Law Professors' Opinions
A.	Tradition	<ol style="list-style-type: none"> 1. “I suspect K was used by my own prof . . . [but] I have no specific recall.” 2. “I used it from the first day I taught. But I got the K from my own contracts professor, E. Hunter Taylor, at Rutgers Camden in 1972.” 3. “K was the abbreviation . . . all through law school courses on contracts. I didn’t think to footnote that with a source as it was so universal. I think a court would take judicial notice of the recognized abbreviation!”
B.	[Imports]	<p>“I wonder if . . . perhaps contract was spelled with a K in olde English.”</p>
B.2.	Greek	<ol style="list-style-type: none"> 1. “It might have something to do with the Greek K stands for the Roman C?” 2. “Maybe it is because ‘plaintiff’ and ‘defendant’ are sometimes identified as pi and delta, and the Greek alphabet has kappa but no ‘c’ letter? Just guesses.”
B.3.	German	<ol style="list-style-type: none"> 1. “I think I remember seeing that Karl Llewellyn invented the abbreviation, and that it came from the German word [for] Contract, which is spelled with a K.” 2. “There is a German word, <i>der Kontrakt</i> . . . I remember one suggestion is that [Llewellyn] used K . . . I suspect the K was for Karl, the King of Kommercial law.” 3. “The most tempting explanation is that . . . it comes from the German word Kontrakt. But there is apparently no real historical evidence to support this.”
C.	[Confusion]	<ol style="list-style-type: none"> 1. “I wonder if ‘C’ had been once used as a legal abbreviation for something different.” 2. “I always thought it was to avoid confusion with ‘consideration.’” 3. “I think that regardless of the origin, the shorthand ‘K’ stuck . . . [because] C shouldn’t have to stand for both ‘contract’ and ‘consideration.’”
C.1.	Con Law	<ol style="list-style-type: none"> 1. “[O]ne suggestion is that [Llewellyn] used K to avoid confusion with consideration or with his Con Law colleagues.” 2. “I understand that C was already taken by Constitution and the K sound was the next best letter to choose.”

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- C.2. C-Role
1. "Perhaps it is because professors often draw diagrams with subjects entering into a contract . . . A and B, and also C when third-parties are involved in the hypothetical, so they needed a different letter?"
 2. "[M]any hypotheticals involve at least three parties—A, B, and C—and so using 'C' to present both a party and the contract would create too much confusion."
 3. "[K] was a good shorthand, when C clearly wouldn't be, because C comes up more often for parties."
-

My sample of professors produced as many plausible explanations (or post-hoc rationales) as the Internet crowd, even adding two new ones: An Olde English Korollary to the Imports Konjecture, and a Consideration Korollary to the Confusion Konjecture. The former is unlikely to be true, though,¹⁰⁹ and the latter was promptly called into question by three other respondents who asserted that either they "know that kn is the standard way notetakers abbreviate consideration," or that they "always abbreviate that CONS," or that they simply "use [the abbreviation] csn." Exploring this variance in abbreviating "consideration" would make for a lovely quest in itself, but it should also make us wonder why "contract" never spurred a similar flurry of abbreviations more faithful to its spelling: Why "K" rather than, say, "CT", "c\ ", or "[C]"?

Whatever the reason may be, every contracts professor in the U.S. seems to have another story of why they adhere to *K-for-Contract*. That leaves me with similarly mixed feelings as Allan Walker Read, when he concluded his inquiry into the folklore of OK:

On the one hand it is endearing to find that human beings, in order to feel at home in their language, will manufacture explanations that give terms coziness and relevance to their interests. If we are too censorious of such a natural tendency, we show a lack of sympathy for ordinary human behavior. Yet on the other hand, the search for warranted, authentic fact has its claims. The scholar will not be satisfied until he has done his best to establish 'the truth.' In accord with this outlook, it is disheartening that so many people have shown utter irresponsibility in dealing with O.K.¹¹⁰

V. THE REST IS SPECULATION—OR IS IT?

Despite Read's plea to "establish the truth", our review leaves us with little in the way of determinative evidence. We have yet to

109. See *supra* note 52 and accompanying text.

110. Read, *supra* note 67, at 24–25.

consider a promising new lead that surfaced in 2019, but we will see that *K-for-Contract* may as well be whimsical after all. For the time being, no conclusive evidence exists for when and why “contract” was first abbreviated to “K.”

A. COMMAND AND CONTRACT?

Earlier we met lawyer-turned-neuroscientist Alfred Lee Loomis. In between his lives as a lawyer and as a scientist, he actually had a third life, and it may help us explain today’s broad dissemination of *K-for-Contract*: military service. Not long after Loomis graduated from Harvard in 1912, he served as an officer in World War I, where his mathematical talents led to his promotion to head the development and experimental department.¹¹¹ (When he returned from the war in 1919, he spent just a few months at his former law firm, before his “redoubled interest in science and inventions” tempted him to “escape the drudgery of law and to find a way of financing his interest in science.”¹¹²) Could it have been his military experience that inspired his whimsical usage of K in subsequent work? After all, the army has a penchant for satirical shorthand—including *konshine* for conscientious objector, or *K-Bar* for combat knife¹¹³—and was once rumored, albeit falsely, to have originated “OK” as well.¹¹⁴

Fast forward to 2019. The Federal Court for the Eastern District of Tennessee heard *Koshani v. Barton*,¹¹⁵ a case brought by an Afghan national against a marine veteran in Knoxville, Tennessee. Both parties were military contractors and had set up a joint venture in 2010, called Vanquish Worldwide LLC, to bid on government contracts for hauling supplies in Afghanistan.¹¹⁶ When the court heard their dispute, one abbreviation drew particular attention: “KO.”¹¹⁷ As the defendant’s counsel examined an expert witness from the Department of Defense—a contracting officer by the name of Mary

111. Conant, *supra* note 105.

112. *Id.* (adding that together with his brother-in-law, Loomis built Wall Street’s leading utilities investor Bonbright & Co., “underwriting roughly 15 percent of all the securities issued in the United States” between 1924–29 and featuring in the premiere issue of *Fortune* magazine).

113. PAUL DICKSON, WAR SLANG: AMERICAN FIGHTING WORDS AND PHRASES SINCE THE CIVIL WAR 393–428, at 183, 278 (2d ed. 2004). For army slang from the 1940s, see generally U.S. Army Pub. Rels. Div., *Glossary of Army Slang*, 16 AM. SPEECH 163 (1941).

114. Rogers, *supra* note 57.

115. 374 F. Supp. 3d 695 (E.D. Tenn. 2019).

116. *Id.* at 700.

117. *Id.* at 704, n.1.

Anne Osborn—he inquired: “I think we’ve seen some references to a KO. Can you explain to the jury why the initials KO somehow stand for contracting officer?”¹¹⁸ His witness replied, “KO is what the Army used versus CO, because a CO means commanding officer.”¹¹⁹ Even Senior District Judge Thomas W. Phillips felt compelled to add a footnote to his opinion explaining this abbreviation.¹²⁰

This was a rare occasion for “KO” to be discussed explicitly, but there are plenty of legal articles documenting this convention.¹²¹ Even an academic paper from the School of Advanced Military Studies explains that “Army doctrine defines the KO as ‘. . . the military officer, non-commissioned officer (NCO) or Army civilian with the legal authority to enter into, administer, and/or terminate contracts.’”¹²² This reference to “army doctrine” is significant because the Department of Defense does not officially endorse the abbreviation,¹²³ while military personnel are so accustomed to it that it even becomes the butt of in-jokes.¹²⁴ Regarding the origin of this manner of distinguishing civilian contracting officers from military commanders, an Army historian reports:

This dates back to at least the Civil War, and I suspect originated between the Mexican-American War and the Civil War. While there are many duplicate acronyms in the military, a few are left alone, and CO is one of them.¹²⁵

118. Testimony of Defendants’ Expert Witness, Mary Anne Osborn at 634, *Koshani v. Barton*, 374 F. Supp. 3d 695 (E.D. Tenn. 2019) (No. 3:17-CV-265), 2019 WL 7940550.

119. *Id.* (adding that “they needed to be sure that they could separate whether we were talking about a government contracting officer, which is a KO versus the military commanding officer.”).

120. *Barton*, 374 F. Supp. 3d at 704 n.1 (“‘KO’ is a military abbreviation for contract officer.”).

121. On March 1, 2022, Westlaw listed twelve law review articles for the phrase search “contract! officer! (KO),” all from the journal *ARMY LAWYER* (1987–2020) except Robin M. Donnelly, *Civilian Control of the Military*, 4 *GEO. J.L. & PUB. POL’Y* 237, 243 (2006).

122. Carper H. McMillan III, *THE CONTRACTING SUPPORT BRIGADE: IS IT CAPABLE OF SUSTAINING TEMPO AND COMBAT POWER IN THE OPERATIONAL ENVIRONMENT?* 4 (May 21, 2015) (MA thesis, United States Army Command and General Staff College), <https://apps.dtic.mil/sti/citations/AD1001704> [<https://perma.cc/6DNH-J7PA>].

123. *See generally* DEP’T OF DEFENSE, *DOD DICTIONARY OF MILITARY AND ASSOCIATED TERMS* (2021), <https://jcs.mil/Portals/36/Documents/Doctrine/pubs/dictionary.pdf> [<https://perma.cc/2GTR-XKZN>].

124. John E. Hartsell, *The Sounds of Silence: Promoting Alternative Dispute Resolution in Air Force Procurement etc.*, 53 *AIR FORCE L. REV.* 183, 204 (2002) (naming a fictional contracting officer “Mr. Ko”, juxtaposed with a mediator “Mr. Secretz”).

125. E-mail from Mikhael E. Weitzel, Command Historian at US Army Contracting Command, to author (May 22, 2020). (“[I]n the military, the CO is the commanding officer. So as not to confuse the two, the Army acronym for contracting officer is KO.”).

If “KO” had circulated in army jargon as early as the Civil War (which “OK” certainly did¹²⁶), this may be the oldest occurrence yet of the word “contract” being abbreviated to K.

B. ALL A MATTER OF WHIMSY?

While there is clear evidence that “the kraze for K’ was very rife” even before the Civil War,¹²⁷ doubts remain whether the use of KO for “contracting officer” is as old as the Civil War. “KO” was used as an acronym for “commanding officer” well before World War II,¹²⁸ some even say in World War I.¹²⁹ Even more recent sources list “KO” as “military slang” for both “commanding officer” and “contracting officer (Also, CO).”¹³⁰ Of the two abbreviations for “contracting officer,” “CO” seems to be far more common than “KO”.¹³¹

Assuming, however, that there had at least been a competing sense of “KO” in the contracts context at some point in the nineteenth century, either of the two subsequent World Wars may have brought legal scholars—like Loomis—in touch with the KO shorthand. This would agree with our dating of the origin of *K-for-Contract* to the period from 1900 to 1948.

Given that dating, however, there need not have been any connection with army slang in the first place. Even outside the military, the interwar period saw the resurgence of a fad that we had last encountered a century earlier. Namely, a “Kraze for K”¹³² in the words of contemporary linguist Louise Pound, later the first female president of both the American Dialect Society and the Modern Language Association. When she co-founded the quarterly journal of the American Dialect Society in 1925, she contributed to its opening issue a diagnosis similar to what Allen Walker Read would later call

126. Read, *Later Stages*, *supra* note 68, at 87 n.21 (citing an 1876 source).

127. Read, *supra* note 67 (“In the presidential campaign of 1828 there was joking about spelling *Congress* with a *k*, and after Jackson’s election his intimate advisers were referred to as the ‘Kitchen Kabinet.’”).

128. See WALTER L. HAIGHT, *RACINE COUNTY IN THE WORLD WAR* 401 (1920); Elbridge Colby, *Soldier Speech*, 11 AM. SPEECH 50, 51 (1936).

129. DICKSON, *supra* note 113, at 75 (“K.O. The ‘kommanding’ officer of a large unit; ‘C.O.’ designates the commander of a smaller unit.”).

130. *KO, ACRONYMS, INITIALISMS, & ABBREVIATIONS DICTIONARY* (5th ed. 1976).

131. On March 1, 2022, Westlaw listed 272 law review articles for the phrase search “contract! officer! (CO)”; compare this with *supra* note 121. Even where “KO” is used for “contracting officer,” the “contracting officer’s representative” may still get abbreviated to “COR,” see Rafael Lara, Jr., *A Practical Guide to Contingency Contracting*, ARMY LAW. 16, 22 (Aug. 1995).

132. Louise Pound, *The Kraze for “K”*, 1 AM. SPEECH 43 (1925).

(in the same journal) *cacography*: “simplified or novel spellings,” with letters swapped for K, featuring heavily in “the lore of newspaper humorists,” but “most prominently in the language of advertising.”¹³³

Pound concluded tongue-in-cheek that “any meagerness in the use of ‘k’ early in our language history is being compensated for now”; she even suggested that “the kall of ‘k’ over our kountry, our kurious kontemporary kraving for it, and its konspicious use in the klever koinages of kommerce” may have aided the rise of the Klansmen.¹³⁴

If the fad was this powerful, even law professors may not have been immune to it and *K-for-Contract* may have been whimsical all along—as self-consciously silly as Harvard’s “Law Students for Creative Use of the Alphabet” suggesting to “Kancel Kapitalistic Kontracts” on April Fool’s Day of 1988.¹³⁵ Our Just-Tradition Konjecture might be closest to the truth, at least with an added Whimsicality Korollary.

C. CHALLENGING THE KROWD!

The journey brought a lot of speculation and little in the way of certainty. Should we therefore just acquiesce to conventional usage, much like Shakespeare’s *Antipholus of Syracuse* proclaimed, “[u]ntil I know this sure uncertainty, I’ll entertain the offered fallacy”?¹³⁶

No. First, it is worth drawing out an instructive moral from our story. As Elizabeth Mertz, who analyzed lots of 1L contracts classes through a psycholinguist lens, once said: The “initiation into a particular linguistic and textual tradition” of law implies “the acquisition of lawyerly ‘thinking’”—in other words: “one thinks like a lawyer” as soon as “one speaks, writes, and reads like a lawyer.”¹³⁷ If this is true, then we should be concerned about law students getting conditioned into unthinking adherence to conventions that we cannot even explain ourselves. Instead, we could spin this into a “teachable

133. *Id.* at 43 (citing dozens of examples); see also SVEN JACOBSON, UNORTHODOX SPELLING IN AMERICAN TRADEMARKS 26, 34–38 (1966) (giving numerous examples of “C” getting replaced by “K”).

134. Pound, *supra* note 132, at 44 (“The . . . kurious nomenclature of the Ku Klux Klan is said to . . . have helped its rapid spread.”).

135. Slick Renault, *‘D For Diversity’ Demands Detailed*, HARV. L. REC. 8 (Apr. 1, 1988) (“Exhilarated by the overwhelming success of its ‘D is for Diversity’ campaign, Harvard Law Students for Creative Use of the Alphabet (HLSCUA) has announced a series of protest campaigns designed to blanket the campus in ‘alphabet protest’ for the next 25 weeks.”).

136. WILLIAM SHAKESPEARE, *THE COMEDY OF ERRORS* act 2, sc. 2.

137. Mertz, *supra* note 33, at 3–4.

moment”¹³⁸ and take *K-for-Contract* as an enlightening opportunity to alert students to boilerplate effects: legal language so sticky that it remains in use long after anyone has forgotten its *raison d’être*.¹³⁹ Even the ancient Romans already knew that “[t]he principle of every law established by our ancestors cannot be stated.”¹⁴⁰

Secondly, I am unwavering in my optimism that we will discover the origin of *K-for-Contract* eventually. Linguists took decades to determine what “OK” means and where it came from.¹⁴¹ Similarly, I hereby challenge the readers of the Minnesota Law Review: come forth whoever knows references to *K-for-Contract* in print prior to 1948; whoever stores hand-scribbled contracts notes from before 1900 in the attic; whoever is blessed with letters from Llewellyn!

Wouldn’t I be delighted if crowd wisdom helped us crack this nut? A vexing nut that entertains Internet nuts and law professor listservs alike. An underrated nut glossed over fifty years ago in Massachusetts’ Groundnut Affair. An odd nut that should surprise us every time—even more than if K was used to abbreviate “nut.” For this word at least did once start with “K.”¹⁴²

138. ROBERT JAMES HAVINGHURST, HUMAN DEVELOPMENT AND EDUCATION 7 (1952).

139. For a discussion of similar effects in contract drafting, see generally MITU GULATI & ROBERT E. SCOTT, THE THREE AND A HALF MINUTE TRANSACTION: BOILERPLATE AND THE LIMITS OF CONTRACT DESIGN (2012).

140. DIG. 1.3.20 (Julianus, Digest 55) (“Non omnium, quae a maioribus constituta sunt, ratio reddi potest.”), https://droitromain.univ-grenoble-alpes.fr/Anglica/D1_Scott.htm#III [<https://perma.cc/VW9M-UK82>].

141. See Read, *Successive Revisions*, *supra* note 68, at 243 (“The datum line for the serious treatment of *O.K.* was provided in 1926 by Albert Matthews.”); see also *id.* at 267 (“[T]he cumulative processes of scholarship over four decades have yielded sound results.”). In the journal *American Speech* alone, the debate raged from 1938 (Rogers, *supra* note 57) to 1981 (Cassidy, *supra* note 70). In addition to five articles by Read himself (*supra* note 68), see William Bell Wait, *Richardson’s ‘O.K.’ of 1815*, 16 AM. SPEECH 85 (1941); Heflin, *supra* note 106; Albert Matthews, *A Note on ‘O.K.’*, 16 AM. SPEECH 256 (1941); H.L. Mencken, *‘O.K.’*, 17 AM. SPEECH 127 (1942); James B. McMillan, 17 AM. SPEECH 127 (1942); Robert Weber, *A Greek O.K.*, 17 AM. SPEECH 127 (1942); Ralph T. Eubanks, *The Basic Derivation of ‘O.K.’*, 35 AM. SPEECH 188 (1960); Thomas Pyles, *American Political Terms*, 38 AM. SPEECH 223, 224–25 (1963); Richard Walser, 40 AM. SPEECH 120 (1965); J.M. Rife, *The Early Spread of ‘O.K.’ to Greek Schools*, 41 AM. SPEECH 238 (1966); Frank A. Greco & Mary Degges, 50 AM. SPEECH 333 (1975). For a discussion of OK in sign language, see generally Paul R. Beath, *‘O.K.’ in Radio Sign Language*, 21 AM. SPEECH 235 (1946). For OK’s instructional use, see generally Harry Levin & Deborah Gray, *The Lecturer’s OK*, 58 AM. SPEECH 195 (1983).

142. “Nut” derives from Proto-Indo-European “*kneu.*” *Nut*, ONLINE ETYMOLOGY DICTIONARY, <https://www.etymonline.com/word/nut> [<https://perma.cc/558F-FL6G>].

APPENDIX

Known Uses of K-for-Contract in Published Research

The following list includes only scholarly writing, but excludes economic analyses of law, where K is often (but likely derivatively) used as an algebraic variable for contracts in an economic sense.

Year	Author	Publication	Quote
1948	THOMAS E. ATKINSON, & JAMES H. CHADBOURN	CASES AND OTHER MATERIALS ON CIVIL PROCEDURE 12	Get a system of abbreviations: e.g., P or pl. for plaintiff, D or def. for defendant, decl. for declaration, V for verdict, J for judgment, K for contract, etc.
1949	C.A. Peairs, Jr.	<i>Method is for the Methodical</i> , 10 U. PITT. L. REV. 511, 519	[See <i>supra</i> text accompanying note 90.]
1963	Ellen A. Peters	<i>Remedies for Breach of Contracts Relating to the Sale of Goods under the Uniform Commerical Code: A Roadmap for Article Two</i> , 73 YALE L.J. 199, 270 n.193	Damages calculated by § 2-714, for goods accepted, can be represented as follows: $Da = Vd - [K - (Vw - Vd)] = Vw - K$. In this equation, Da = damages for goods accepted, Vd = value of the goods delivered, K = contract price, and Vw = value of the goods as warranted.
1968	CHARLES W. HOEHNE, & R. ROBERT RACKLEY	FUNDAMENTAL CONCEPTS OF AMERICAN JURISPRUDENCE 212	“CONTRACT” is abbreviated: K [at the beginning of section I.A. “Definition of a CONTRACT”].
1981	Derrick A. Bell, Jr.	<i>Law School Exams and Minority-Group Students</i> , 7 BLACK L.J. 304, 313	And, some practices to avoid . . . Limit your use of abbreviations to those in common usage. Do not use such law student abbreviations as “K” for contract.
1986	Ronald C. Griffin	<i>Hill's Account: Law School, Legal Education and the Black Law Student</i> , 12 T. MARSHALL L. REV. 507, 510 & n.29	[510] Teachers should use symbolic logic in the classroom to bridge the world between writing and speech ($K = P/C$ and $K(\text{fact})$, $K = +/+$ and $K = M^*M$). ²⁹ [n.29] K (fact) is applied in situations where contracts are built out of the conduct of the parties.
1988	Ronald C. Griffin	<i>The Free Trade Agreement: It Muddles the Law</i> , 28 WASHBURN L.J. 205, 210	Canadians have a constitutive view of the law; law is . . . composed of abstractions (like $K = \frac{0+A}{C}$ or $K = M \times M$), strung together in patterns.

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| 1990 | Jerry Sloan | <i>An Essay Review: The Payment System Cases, Materials and Issues</i> , 94 DICK. L. REV. 805, 814 & n.13 | [814] I teach Advanced Kontracts ¹³ according to the gospel of St. Karl that is Articles I-IX.
[n.13] K for contract is a reference to Mooney, <i>Old Kontract Principles and Karl's New Kode: An Essay on the Jurisprudence of our New Commercial Law</i> , 11 VILL. L.R. 213 (1966), and of course to the law merchant in Llewellyn's Kode. |
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| 1995 | Ronald C. Griffin | <i>Contracting in the Americas: Part I</i> , 34 WASHBURN L. J. 232, 237 & n.41 | [237] [I]n the 1950's . . . Contract law was composed of pure theory, formation equations, ⁴¹ . . . , and public policy.
[n.41] There were algebraic expressions like $K = \frac{0+a}{c}$, . . . and $pf + a_d^k = QK$.
<i>C</i> represented consideration. . . <i>O</i> and <i>A</i> represented offer and acceptance. <i>Pf</i> represented performance. <i>A</i> with the exponents <i>k</i> and <i>d</i> represented knowing and deliberate acceptance. <i>Q.K.</i> represented quasi-contract. |
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| 1997 | Christine Neylon O'Brien | <i>Acronyms for Article Three of the Uniform Commercial Code</i> , 15 J. LEGAL STUD. EDUC. 321, 329 & n.** | [329] K (this refers to ordinary contract defenses**).
[n.**] I use "K" as shorthand for contract throughout the course. |
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| 1997 | Peter M. Edelstein | <i>Teach Your Pupils to Be Students of the Law</i> , 15 J. LEGAL STUD. EDUC. 133, 137 | Create your own "shorthand" to save time; for example . . . "K," for contract. |
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| 1998 | Donald B. King | <i>Convergence of Contract Law Systems and the Unidroit Principles etc.</i> , in NEW DEVELOPMENTS IN INT'L COMMERCIAL AND CONSUMER LAW 97, 100-01 (Jacob Ziegel ed.) | I should now like to offer my own description of the . . . new contract created by an umbrella of generalized consent (Using U for umbrella, the traditional US abbreviation of K for contract, and the G for generalized, and C for consent, this may be termed an umbrella contract of generalized consent or UKGC). |
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| 2002 | Mitu Gulati & Veronica Sanchez | <i>Giants in a World of Pygmies? Testing the Superstar Hypothesis with Judicial Opinions in Casebooks</i> , 87 IOWA L. REV. 1141, 1208 | KS—Contracts.
[in Appendix I. Opinions in Casebooks: Key] |
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2002	Thomas W. Joo	<i>Contract, Property, and the Role of Metaphor in Corporations Law</i> , 35 UC DAVIS L. REV. 779, 790	For the sake of clarity, I will refer to the lawyer's "contract" as "K," following the convention of the law school classroom and to the economist's "contract" as "R," for "relationship."
2006	Lawrence A. Cunningham	<i>Language, Deals, and Standards: The Future of XML Contracts</i> , 84 WASH. U. L. REV. 313, 337 n.90	Lawyers—and law students—commonly use K as an abbreviation for "contract."
2006	Pamela Samuelson	<i>Enriching Discourse on Public Domains</i> , 55 DUKE L.J. 783, 821	Licenses (represented as <i>K for contract</i>) may limit uses that would otherwise be unregulated or privileged by IP laws.
2007	Martha M. Ertman	<i>Mapping the New Frontiers of Private Ordering: Afterword</i> , 49 ARIZ. L. REV. 695, 698	New private ordering includes . . . what Thomas Joo has dubbed with the shorthand "R," in contrast to the conventional law-school shorthand "K" for enforceable agreements.
2008	Mike Townsend	<i>Teaching Contradiction: A Case Study</i> , 33 OKLA. CITY U. L. REV. 97, 101	For present purposes, assume there are two possible meanings—there is a contract ("K") and there is not a contract ("No K").
2009	Paul J. Rupperecht	Note, <i>Bridge Failures in the United States</i> , 36 TRANSP. L.J. 75, 87	K: Contract. [in Legend for Formulae 1–5]
2010	William J. Woodward, Jr.	<i>Legacy: Professor Lawrence P. Wilkins</i> , 43 IND. L. REV. 281, 282	Simple odds suggest that we would find some tracks in the lives of the thousands of students a professor has encountered over a career of many years . . . showing up in a former student's routine use of an unconventional term . . . or some abbreviation ("K" for contract).
2013	Ronald Charles Griffin	<i>News in Cyberspace: The Creation of the New Ignorance</i> , 10 US-CHINA L. REV. 1, 6 n.36	In this illustration "k" stands for contracts.
2017	TRACEY E. GEORGE & RUSSELL KOROBKIN	K: A COMMON LAW APPROACH TO CONTRACTS 2	After creating an agreement called a "contract"—often represented in law school with the letter "K"—people suddenly, and almost magically, become willing to trust complete strangers . . .

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| 2017 | Zeb Vaughn | <i>Special "K"s: Contracts of Adhesion and Their Unconscionable Arbitration Clauses</i> , 41 L. & PSYCH. REV. 229 | [article title] |
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| 2019 | Gregory Klass | <i>Empiricism and Privacy Policies in the Restatement of Consumer Contract Law</i> , 36 YALE J. ON REG. 45, 63 | [T]he spreadsheet they provided coded for only three variables . . . (3) whether the decision recognized the privacy policy as part of the contract ("k_found"), did not recognize it as part of the contract ("pp_not_a_contract"), or neither. |
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| 2019 | Jonathan C. Lipson | <i>Promising Justice: Contract (as) Social Responsibility</i> , 2019 WIS. L. REV. 1109, 1110 | [A]ctress Frances McDormand . . . was making a very public statement about what we may call "contract social responsibility" ("KSR," to distinguish it from "CSR", the abbreviation for KSR's weaker relative, "corporate social responsibility"). |
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