

CONTRACTS MIDTERM
DECEMBER 2011
PROFESSOR AIONA

STUDENT NO.: _____

ISSUE LIST: QUESTION ONE

Substantive Analysis:

- _____ I. UCC/Common law; between merchants?
- _____ II. "Offer" by S
 - definitive terms
 - contemplated method of acceptance
 - power of acceptance given?
- _____ III. Voicemail message: any legal effect? Rejection? No.
- _____ IV. AA's Purchase Order
 - offer?
 - contemplated method under UCC: any reasonable method
- _____ V. S's Shipment of 5 units
 - acceptance of entire 10?
 - accommodation only?
 - Statute of Frauds
- _____ VII. A signs "offer"
 - acceptance or offer? See analysis above.
 - offer by A with S's terms, including 20% hike and arbitration.
 - any indirect revocation argument re rumor: No.
- _____ VIII. S approves sale
 - acceptance or offer? See analysis above.
- _____ IX. Shipment with letter.
 - constitutes notice of acceptance after approval of home office.
 - increase of 20% and arbitration
 - first notice of accommodation: too late.

General Comments:

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ISSUE LIST: QUESTION TWO

Substantive Analysis:

- _____ I. UCC/Common law
- _____ II. Legal significance of email? Offer?
- _____ III. Analysis Re John
 - Son's authority to accept on behalf of John
 - acceptance of option: contemplated method
 - revocation letter from George: valid?
 - valid acceptance: contemplated method?
 - mailing of acceptance: valid?
 - defenses: Statute of Frauds; acceptance made in good faith?
- _____ IV. Analysis Re Mark
 - power of acceptance re
 - option
 - purchase order: right method, but no power to accept
- _____ V. Analysis Re Paul
 - offer by email
 - effect of phone call re warranty? Rejection: probably not.
 - phone message: acceptance in a manner contemplated?
 - if not acceptance: offer?
 - promise to send \$100: acceptance of option?
 - subsequent payment of \$100: option open?
 - defenses: Statute of Frauds?
- _____ VI. Analysis Re Ringo
 - letter: offer?
 - indirect revocation?
 - impact of ads: reliance/87(2)? Reasonable?
 - valid acceptance?
 - defenses: Statute of Frauds/acceptance made in good faith?

General Comments: