

Contracts Midterm Exam
Illsley: April, 2012
Question Two – Issue Outline

STUDENT NUMBER: _____

POINTS ISSUES

Offer/acceptance on telephone. Requirements contract. Open price term

Confirmation form:

1. conditional acceptance under 2207(1)? If so, go to 2207(3) based on part performance.

Requirement contracts- standard rules

Open price term- standard rules

No exclusion of warranties.

2. If not conditional acceptance, go to 2207(2). If District not a merchant, they are all just proposals. Not agreed to -- therefore out. Oral contract terms apply (requirements, open price term, warranties)

Requirements contracts—quantity consistent with past practices?

Open price term—reasonable price at time of delivery.

Statute of Frauds. If District not a merchant, no reciprocity, but will District's letter suffice?

Writing style and organization – other comments?

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POINTS ISSUES

Bob and David

1. Formation: Offer by D on 3/3?
2. Acceptance by B on 3/5? Impact of reasonable time for delivery?
3. Defenses: Unilateral mistake by D? B have knowledge?
4. Statue of Frauds (goods \$500). D's fax (letterhead?) sufficient against him?

David and Mandrake

1. Formation: Offer by M on 3/2? or did it reserve power of acceptance to M?
2. Was 3/5 communication an acceptance by D? reasonable man standard?
3. If no acceptance, revocation on 3/6?
4. Defense: If acceptance, defense of unilateral mistake by M? D have knowledge?
5. Duress? Nothing agreed to based on threat. Also, was it improper given that D had a potential mistake defense.

Writing style and organization – other comments?