

Class: Contracts
Professor Aiona
Final Exam: April 20, 2015

ISSUE LIST: QUESTION ONE

Student _____

- I. UCC/Common law
- II. Offer by Sally
- III. Email confirmation: acceptance/counter-offer?
- IV. Performance: acceptance under Last Shot Rule?
- V. Statute of Frauds? Emails with confirmation sufficient?
- VI. Assignment to E-Biz:
 - valid due to increased risk/burden on Tech?
 - rumor or fact?
 - impact of change in products sold on Tech's duties?
- VI. Demand for Adequate Assurances by Tech? Valid? Probably not.
- VII. Does response by E-Biz constitute an anticipatory repudiation? No.
- VIII. E-Biz v. Tech: liquidated damages clause valid?
- IX. E-Biz v. Sally? Any breach of warranty/knowledge of defenses?
- X. Guido's rights v. E-Biz on assignment/defenses of E-Biz?
- XI. E-Biz v. Guido? (No.)

COMMENTS:

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ISSUE LIST: QUESTION TWO

Student _____

- XII. UCC/Common law
- XIII. Phone message by Hitchco. Offer? Or invitation?
- XIV. Reply phone call by Bluebolt: Offer? Acceptance by Hitchco on phone?
- XV. Confirmation: legal significance?
- XVI. Statute of Frauds: does written confirmation on letterhead constitute sufficient writing?
--party to be charged? Bluebolt? If Hitchco, merchant's confirming memo?
- XVII. Mistake in price? Parol evidence ok? Yes.
- XVIII. Change in delivery date in confirmation? Valid? Assent? Modification?
- XIX. Bluebolt telegraph May 5: anticipatory repudiation? Unequivocal?
- XX. Change in term: attempted modification? No consideration req'd under UCC
- XXI. Advise Hitchco to make demand for adequate assurances under 2-609.
- XXII. Breach of Contract by Bluebolt? Any discharge defenses? Market swing a
supervening event? Probably not.
- XXIII. Damages: the cost of cover.
- XXIV. Hadley v. Baxendale: Pullmore/GoPull damages foreseeable?

Comments: