

Professor: Illsley
Contracts Midterm 2015
Question 1

Issues:

Body of Law: UCC-2.

12/23- Inquiry by T to R

12/26 – Offer by R to T. Manner of acceptance (showing up at party with check) required vs. ambiguous (offeree to choose)?

12/27 – If promissory acceptance OK, is this an acceptance by T with request for modification of terms OR is it a counteroffer? Did it terminate T's power of acceptance?

If promissory acceptance, is mailing proper (gets there as before the party), so that it would be effective on dispatch?

If promissory acceptance not OK, no K at \$500 -- offer never accepted by T b/c did not come to party.

If it was a counter-offer, then no K at \$500—counteroffer not accepted by R

12/30 -- at Music shop: Possible issue of indirect revocation of R's offer. Action by R (not actually accept M's offer – just thinking about it) enough? Irrelevant if T already accepted or made counter offer which already terminated T's power of acceptance.

12/30 – T makes new offer to R at “full value”. Open price term OK under UCC. Lapse by end of day? Silence by R not acceptance. If not lapsed, did R accept on Jan 2 before T revoked?

If K already formed on 12/27, this is a requested modification. No pre-existing duty issue for K modification under UCC.

SF issue (\$500 or more). No signed writing at all re \$600 offer. Only writing re \$500 was T's 12/27 note – sufficient vs. T?. Who is party to be charged?

Contracts Midterm 2015

Question 2

Student number: _____

Issues:

W vs. Chamber

1. Offer by Chamber May 1. (Bilateral or unilateral?)
2. Acceptance by starting work proper? Return promise or notification required? Or accepted only by actually putting on the pageant.
3. June 14 – counteroffer if no acceptance yet? Or request for modification?
4. Acceptance by Judd? Preexisting duty problem if modification? Duress? Improper threat with no reasonable alternative?
5. Fraudulent concealment defense? Duty of disclosure?
6. If no contract, quasi-contract since services rendered? Or promissory estoppel for value of sewing machine?

W vs. Chappy

1. Offer on June 6 by Chappy? Method of acceptance?
2. Consideration from Wayne? (exchange) If so, preexisting duty rule issue? – depends on whether the W-Chamber contract had already been accepted and W already under a duty
3. Statute of Frauds—suretyship

W v. Sew What

1. Contract formed on telephone.
2. Confirming memo by Sew What with additional term. However W not a merchant so just a proposal that was not accepted. If W is a merchant, then it was a material alteration and not part of the contract.