

Professor Illsley
Contract Midterm
April 2016

Issue Outline

Exam: Midterm 2016, Q1
Student: _____
Grade: _____

All common law.

Alex vs. Gary

1. Offer by Gary 11/10?
2. Lapse by time of Alex 11/30 acceptance? Mail proper? Effective on dispatch 12/3.
3. Revocation by Gary too late if received (12/3) after acceptance sent on 11/30.
4. Any significant to reliance by Alex by placing ads? Foreseeable to Gary b/c sent material?

Bill vs. Alex.

1. 10/1 specific enough to be an offer by Alex?
2. Bill's "I accept" text an acceptance or a counteroffer?
3. Alex's response on 10/6 re salary acceptance or counteroffer?
4. Bill's subjective acceptance valid? Notification required? Or waived by Alex's statement re silence?
5. Acceptance on 12/5? Lapse of 10/6 offer? Indirect revocation? Definite enough action by offeror?

Debbie v. Bill.

1. Formed contract on phone. Issue is S/F.
2. Bill party to be charged. Emailed "signature" enough?
3. Cross reference the texts? Yes? Enough detail?

Issue Outline

Exam: Midterm 2016, Q2

Student: _____

BR vs. Susan

1. UCC vs. common law? Primary purpose to build, therefore common law.
2. Offer on 11/20? By Susan because of home office approval by BR.
3. Revocable prior to acceptance? (yes) Role of language "binding 30 days?" (none)
4. When was revocation effective? (receipt vs. reading).
5. Method of acceptance? Bilateral v. unilateral v. optional.
6. Commencement of performance, without notification acceptance? Detrimental reliance to make offer irrevocable?
7. If no contract, quasi-contract re unjust enrichment? (even though not her house)?

BR vs. Fred

1. Consideration? (bargain for exchange)
2. Statute of Frauds? (suretyship)
3. Quasi-contract (unjust enrichment)