

## Contracts Final Exam Issue Outline - Illsley

GRADING OUTLINE FOR 2016 FINAL #1

Student #: \_\_\_\_\_

GRADE: \_\_\_\_\_

### Question 1: Abel v. Baker

1. Common law.
2. Formation issues. Offer? B manifest intent –not just info on price? Acceptance? Specific enough? Objective theory?
3. Intent to be bound before written contract signed?
4. Defense of mistake – unilateral? Suspected by Abel? Allocation of risk of loss to Baker?
5. Defense of fraud (concealment). Duty of Abel to disclose? Justifiable reliance by Baker?
6. Defense of Statute of Frauds? 1 year clause? But is it incapable of performance in 1 year by its terms?
7. No specific performance of personal service contract.
8. No recovery of attorney fees absent contract provision.

### Question 2: Baker v. Supply

1. UCC sale of goods
2. Offer by Supply? Price list just information or a specific offer?
3. If offer, could it be revoked? Merchant firm offer?
4. Defense of mistake by Supply?
5. Statute of Frauds – Was fax on letterhead sufficient?

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GRADING OUTLINE FOR 2016 FINAL #2

Student #: \_\_\_\_\_

GRADE: \_\_\_\_\_

### John - Telecom

1. Body of law? Mixed contract
2. Acknowledgment form as initial offer. Terms in form are the term of contract. Accepted by John.
3. Constructive conditions: material breach by Telecom justifying withhold by John?— depends on terms of contract:
  - A. Extrinsic evidence to interpret “timely”
  - B. Parol evidence of side deal if contract not fully integrated.
  - C. Trade usage relevant to interpret or supplement
  - D. If material breach, J can withhold and sue for damages. If no material breach by T, does J become breacher?
4. Reasonable insecurity by J re fired employee justifying demand for adequate assurance. Proper demand? Consequence? If J was the breacher, is T justified in non-response?
5. Foreseeable damages to J? Speculative?

### John-Phone World

1. Assignment and Delegation both?
2. Validity of delegation? Substantial interest in Telecom performing work?
3. Delegation creating reasonable grounds for insecurity per se?
4. Validity of liquidated damages clause in contract?
5. Damage formula – lost value less costs saved.