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=====**Start of Answer #1 (1238 words)**=====

Alex v. Gary

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The contract between A and G is for services, making an appearance at the launch party, the body of law applicable is common law.

Was the request from A to G about making a personal appearance at the launch party on 12/10 an offer?

An offer is the manifestation of willingness to enter into a bargain giving the power of acceptance to the offeree. The terms of the offer must be definite and certain. Here, although A was willing to enter into a contract, the terms of his offer were not certain, it did not contain the price, therefore G did not have the power to accept anything. It was a mere inquiry and not an offer.

Was the 11/10 email from G to A an offer?

See definition of offer above. Here, G was willing to enter a bargain by making a personal appearance at the party. The terms of the offer were definite, as he stated the price for him to make the appearance. The power was in A to accept this offer. There was a valid offer.

Was the 11/30 mail from A to G an acceptance?

An acceptance is a manifestation of the assent to the terms of the offer done in the manner required or requested. Usually, an acceptance done in the manner required is valid upon dispatch. Here, A replied to G that he would accept - when he stated that he was confirming his appearance and was going to pay him the amount requested. He was assenting to the terms of the offer. Since the offer was for a unilateral contract - G was making a promise in exchange for performance - payment by A. The manner required to accept was to pay G the money, which A did when he enclosed the check. The acceptance was done in the manner required, therefore it was valid upon dispatch.

Did the 11/27 revocation by G terminate the power of acceptance?

A direct revocation is when the offeror has a right to revoke his offer prior to the acceptance by the offeree. However, revocation of an offer is valid upon receipt. Here A did not receive the letter from G revoking his offer until 12/2 - after A had already accepted (see above). Therefore, the revocation did not terminate the power of acceptance because the offer was already accepted and a binding contract was formed.

Was there consideration?

Consideration is the act or forbearance or promise thereof given for a bargained for exchange. Here G was promising to act - appear and A was acting by paying. A was inducing G to appear by payment and G was induced to agree to appear for that payment. There was valid consideration.

Here a valid contract was formed - G offered to appear for \$5000, A accepted by paying the \$5000, and there was valid consideration. If G does not appear, then he is in breach of contract.

Bill v. Alex

Here the contract between B and A is for services, employment, and therefore the common law applies.

Was the 10/1 email from A to B an offer?

See definition of offer above. Here, the terms of A's email to B were not definite in that it was simply decent salary, good benefits, and free wine. He was simply inquiring whether B would like to work there. B had no power to accept. This was not an offer.

Was the 10/2 text from B to A an offer?

See definition of an offer. Even though B said "I accept", because there was no offer to accept, this could not be an acceptance. It is an offer because, it includes definite and

certain terms - compensation for \$50K, plus profits. He was manifesting the intent to enter into a bargain and had placed the power of acceptance into A. This was a valid offer.

Was the 10/6 voicemail from A to B an acceptance?

See definition of acceptance above. Here, A does not agree to the terms of B's offer, specifically to the profit portion. Because it is not a mirror image of the offer, it is not an acceptance, but a counter offer, with the terms of the offer to not include the profit portion.

Was the 12/5 note from B to A an acceptance?

See definition of acceptance above. Here, B is agreeing to the terms of the offer. It is unclear here if the offer was for a bilateral or a unilateral contract, because it does not specify the manner in which B was to accept the offer. As such, since it is ambiguous, the accepting party gets to choose the manner of acceptance, B did so by sending a "note." The acceptance was valid upon him dispatching the note. This is a valid acceptance.

Was there consideration?

See definition for consideration above. Here B was agreeing to work for A and A was agreeing to compensate him per the terms. There was valid consideration.

A valid contract was formed between A and B because there was an offer, acceptance, and consideration. When A subsequently tells B that the deal is off, he is in breach of their contract.

Debbie v. Bill

The contract between Debbie and Bill is for the sale of property and therefore is governed by the common law.

Was there a valid offer and acceptance at the 10/30 meeting?

See definitions above. Here the facts stipulate that there was an oral agreement between B and D for the sale of D's house for \$350K.

Was there valid consideration?

See definition for consideration above. Here B was forbearing his house in exchange for D paying him money, D was forbearing her money in exchange for D's house. There was valid consideration.

Here there was a valid contract between D and B for the sale of his house.

Were there any defenses to the enforceability of this contract?

The statute of frauds is a defense to the enforceability of a contract, in that it is unenforceable if there is not a writing that evidences the creation of a contract. To be enforceable, the writing must have the essential terms of the contract and be signed or authenticated by the party to be charged. There may be several writings that make up the terms of the contract, as long as they all refer to the contract in question. The sale of an interest in real property falls within the statute of frauds. Here, the sale of the house is an interest in real property. Here, there are a series of 3 text messages, which are writings. The first text stated the confirmation of the contract for sale and included the address of the house and the parties. The second text stated the price and the closing period. The third text was a confirmation of B receipt of the 2 earlier messages and that they were accurate. Since D is looking to enforce the contract against B, B needs to have signed or authenticated one of the writings. Assuming that it can be proven that it was him who sent the third message, it would be authenticated and he "signed" his name at the end of the text. The statute of frauds would be satisfied and is therefore an enforceable contract.

There is a valid, enforceable contract between B and D for the sale of B's house to D for \$350K.

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2) ===== End of Answer #1 =====

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BR v. Susan ===== Start of Answer #2 (1126 words) =====

Here, the contract between Susan and BR is for the sale of the pre-packaged outbuilding and its installation. It is for the sale of goods and services, therefore the main purpose rule must be used to determine the body of law that is applicable for the contract. The main purpose rule is what the main purpose of the contract is for - the services or the goods. Here, the main purpose is for the outbuilding - that is why she is entering into a contract. Since it is for the sale of goods, then the UCC applies.

When the Sales Rep filled out the form, was he making an offer?

An offer is the manifestation of intent to enter into a bargain giving the power of acceptance to the offerree. The terms of the contract must be definite and certain. Here, the sales rep for BR was manifesting its intent to enter into the bargain, but it did not give the power of acceptance to S, because ultimately, the

home office had to run a credit approval prior to beginning work.

When S initialed the form, was she making an offer?

See definition for offer above. Here, when S initialed the form, she was manifesting the intent to enter into the bargain and was giving the power of acceptance to BR to accept the offer after running her credit for approval. The terms were definite and certain as she was going to pay \$15K for the sale and installation of the unit with the understanding that BR was going to install as soon as there was an opening for them to do so. This was a valid offer.

Good !!

Was there acceptance by BR on 12/27? Was BR required to notify S of their acceptance?

Acceptance is the manifestation of assent to the terms of the offer in the manner required. Here, the offer was for a unilateral contract - a promise of S to pay for the performance of BR to deliver and install the outbuilding unit. In unilateral contracts, the method of assent is usually through performance. Notification is not normally required. Here, there was a manifestation of assent to the terms of the offer, when the credit department sent a memo stating her credit was acceptable and to start performance. The offer was accepted when they completed installation by 12/31.

ambiguous
? offer
choice

Did S's revocation on 12/28 terminate the power of acceptance?

An offeror can revoke their offer at any time before acceptance. Here, S revoked her offer to enter into the purchase of the unit by sending a letter. Revocation is valid upon receipt, which was on 12/28. However, a offer becomes irrevocable when, for a unilateral contract, performance has begun. Performance had begun on 12/27 prior to her revocation and prior to BR's receipt of her revocation on 12/28. S's revocation did not terminate the power of acceptance, because her offer had become irrevocable.

What were the terms of the contract? - did it include the arbitration clause on the back of the form?

Under 2-207, a reasonable and definite acceptance of the offer can have additional or different terms than the offer, unless the acceptance explicitly requires assent to the new terms. Here, BR reasonably and definitely accepted S's offer when they sent the memo and began performance. However, they are both not merchants, as a merchant is one who deals in a type of goods or who holds himself out to be an expert in that field and S fits into neither of these categories, therefore the additional terms become mere proposals and not terms to the contract.

but it wasn't additional if in the offer.

Was there consideration?

Consideration is the act or forbearance or the promise thereof given for a bargained for exchange. Here S would be forbearing money and BR would be acting by delivering and installing the product, S was inducing BR to do so by promising to pay them, and BR was induced to do so by S's promise to pay. There is valid consideration.

The elements to a contract have been met and a valid contract has been formed.

BR v. Fred

Here, the contract between BR and Fred is solely regarding the payment of the money owed. Since this is not the sale of goods, then the common law applies here.

Did F make an offer to BR for the payment?

See definition of offer above. F intended to enter into a bargain by promising to pay his daughter's debt, which gave BR the power of acceptance. There was an offer.

Did BR accept F's offer?

See definition for acceptance above. Here, F accepted by promising to allow him to make payments in exchange for them to "quit pestering" his daughter. They were accepting an offer for a bilateral contract - a promise for a promise.

Acceptance of a bilateral contract is done by return promise, which they did by sending a confirming letter. Acceptance for a bilateral contract is usually valid upon dispatch. There was acceptance.

Was there consideration? - past obligation, get around it?

See definition for consideration. Here, F's promise was for the repayment of a past debt that was already owed to BR. Past obligations are not usually consideration. However, if BR is promising to quit pestering F's daughter, then they are taking on a new forbearance. F is inducing BR to stop pestering his daughter by paying them their money, BR is induced to stop pestering F's daughter by accepting his payment. They are creating a new contract and therefore the past obligation is no longer. Therefore there could be consideration.

If there is not consideration, then there is no contract. If there is consideration, there is a valid contract, but it could be unenforceable, see below.

If there is valid consideration, are there any defenses to the enforceability of the contract?

Statute of frauds - suretyship

The statute of frauds is a defense to the enforceability of a contract that is required to have a writing evidencing the essential terms of the contract that is

signed by the parties to be charged. Suretyship/guarantee is under the statute of frauds. Here, there is a writing that evidences the contract - from BR to F. However, since only BR signed it, it is only enforceable against them, not F. Therefore, the statute of frauds is not satisfied and the contract is not enforceable.

Exception - original debt?

There is an exception to the need for writing under the statute of frauds - the original debt. This is when the person is taking over the original debt of another. Here, however, F is only taking on the payment of the debt, he not actually taking over what is causing his daughter debt.

Exception - main purpose rule.

Another

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===== End of Answer #2 =====

END OF EXAM