

CONTRACTS MIDTERM  
DECEMBER 2011  
PROFESSOR AIONA

STUDENT NO.: \_\_\_\_\_

ISSUE LIST: QUESTION ONE

Substantive Analysis:

- \_\_\_\_\_ I. UCC/Common law; between merchants?
- \_\_\_\_\_ II. "Offer" by S
  - definitive terms
  - contemplated method of acceptance
  - power of acceptance given?
- \_\_\_\_\_ III. Voicemail message: any legal effect? Rejection? No.
- \_\_\_\_\_ IV. AA's Purchase Order
  - offer?
  - contemplated method under UCC: any reasonable method
- \_\_\_\_\_ V. S's Shipment of 5 units
  - acceptance of entire 10?
  - accommodation only?
  - Statute of Frauds
- \_\_\_\_\_ VII. A signs "offer"
  - acceptance or offer? See analysis above.
  - offer by A with S's terms, including 20% hike and arbitration.
  - any indirect revocation argument re rumor: No.
- \_\_\_\_\_ VIII. S approves sale
  - acceptance or offer? See analysis above.
- \_\_\_\_\_ IX. Shipment with letter.
  - constitutes notice of acceptance after approval of home office.
  - increase of 20% and arbitration
  - first notice of accommodation: too late.

General Comments:

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ISSUE LIST: QUESTION TWO

Substantive Analysis:

- \_\_\_\_\_ I. UCC/Common law
- \_\_\_\_\_ II. Legal significance of email? Offer?
- \_\_\_\_\_ III. Analysis Re John
  - Son's authority to accept on behalf of John
  - acceptance of option: contemplated method
  - revocation letter from George: valid?
  - valid acceptance: contemplated method?
  - mailing of acceptance: valid?
  - defenses: Statute of Frauds; acceptance made in good faith?
- \_\_\_\_\_ IV. Analysis Re Mark
  - power of acceptance re
    - option
    - purchase order: right method, but no power to accept
- \_\_\_\_\_ V. Analysis Re Paul
  - offer by email
  - effect of phone call re warranty? Rejection: probably not.
  - phone message: acceptance in a manner contemplated?
  - if not acceptance: offer?
  - promise to send \$100: acceptance of option?
  - subsequent payment of \$100: option open?
  - defenses: Statute of Frauds?
- \_\_\_\_\_ VI. Analysis Re Ringo
  - letter: offer?
  - indirect revocation?
  - impact of ads: reliance/87(2)? Reasonable?
  - valid acceptance?
  - defenses: Statute of Frauds/acceptance made in good faith?

General Comments: