

GRADING OUTLINE FOR 2015 MIDTERM #1

Student # _____

Substantive Analysis:

1. UCC/Common law: UCC and Merchants.
 2. Purchase Order: Offer? Boilerplate terms expressly limiting acceptance to terms of the offer.
 3. "Quotation" by LEC: Acceptance with new terms or acknowledgement of order? Expressly subject to its terms?
 4. LEC acknowledgment Acceptance/confirmation with new terms? Counter offer?
 5. UCC 2-207 analysis:
 - a. Seasonable expression of acceptance or confirmation with new terms? Is language in offer and acceptance strong enough to eliminate mutual assent? Probably not.
 - b. Acceptance expressly conditional? "Subject to" language and conduct sufficient? Probably not.
 - c. Merchants? Yes.
 - d. Part of K unless: *material alteration: Yes.
*offer expressly conditional: Yes.
*notice of objection: Perhaps.
 - e. Knockout Doctrine: "Different" terms re cancellation?
- UCC 2-207(3): If no contract, then 2-207(3) would apply and terms upon which writings agree apply. New terms would be eliminated.
7. Result: If contract, new terms constitute material alterations and prohibited by terms of offer; if no contract, new terms eliminated under 2-207(3). If Knockout: both terms *could* be eliminated.

General Comments:

GRADING OUTLINE FOR 2015 MIDTERM #2

Student # _____

Substantive Analysis:

1. UCC/Common law: UCC.
 2. McCoy's statement: Offer to Thompson? Likely. Offer to anyone else? No.
 3. Method of acceptance: "Upon an agreement" signifies further communication. As such, Thompson must accept by communication before picking up tractor.
 4. Picking up tractor: Acceptance? No, if verbal agreement necessary, as per above. However, UCC allows any reasonable method...that is, unless required method by offeror. However, if acceptance, duty to notify?
--lapse of offer?
 5. Mailing Check Significance? Acceptance? Still no notification of "acceptance" until March 15: lapse of offer? Acceptable method of acceptance?
 6. Peterson's "Acceptance" Valid? Although McCoy admitted receiving it, was he identifiable offeree? No.
 7. McCoy/Peterson deal Valid contract entered into between Peterson/McCoy? Payment of Peterson?
- (b) If no language "upon an agreement," under UCC picking up tractor could constitute acceptance. Issue then becomes: timely notification?
- (c) Question: does it constitute a counteroffer? No. UCC-2-207 and likely are implied terms.

Writing Syle:

General Comments: