

CONTRACTS MIDTERM  
DECEMBER 2016  
PROFESSOR AIONA

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

ISSUE LIST: QUESTION ONE

Substantive Analysis:

\_\_\_\_\_ I. UCC/Common law

\_\_\_\_\_ II. Offer by Krack by release purchase orders.

\_\_\_\_\_ III. Acceptance by shipment.

\_\_\_\_\_ IV. Confirmation with new terms per 2-207.

- a) acceptance/confirmation despite new terms?
- b) expressly conditional on assent? Impact of shipment and additional language?  
--did Krack assent to the new terms by objecting and continuing with purchases?
- c) if not expressly conditional, both merchants?
- d) new terms part of K unless: material alteration or previous objection.

\_\_\_\_\_ V. Result per 2-207(3)?

\_\_\_\_\_ VI. Impact of Zver's discussion about warranty disclaimer?

- sufficient separate assent?
- last shot rule under common law?
- mere knowledge of the term by Krack does not qualify as assent but may qualify as objection to new term.

General Comments:

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

ISSUE LIST: QUESTION TWO

Substantive Analysis:

- \_\_\_\_\_ I. UCC/Common law
- \_\_\_\_\_ II. Message by Santa Stores: Offer? Sufficient intent to be bound (“we would like to hire...”). Power of acceptance given? Effect of language: “call me...”
- \_\_\_\_\_ III. Fax from Jingle Inc.: Offer? Sufficient intent to be bound (“we are willing to pay...”) Power of acceptance: (“sign and fax back this form...”).
- \_\_\_\_\_ IV. Robert letter: acceptance? Can he accept by sending letter or must he sign and fax back the form?” If not acceptance, offer?
- \_\_\_\_\_ V. Robert discussion with Santa owner: any legal significance?
- \_\_\_\_\_ VI. Jingle Inc. letter mailed on December 3: acceptance? Mailbox rule?
- \_\_\_\_\_ VII. Robert fax to Jingle Inc. on December 5: revocation? Timely, given the letter of December 3?
- \_\_\_\_\_ VIII. Ted fax to Santa Stores on December 3: attempted acceptance. Valid, given the “offer” of December 1? Assuming December 1 was an offer, is acceptance timely? If not acceptance, what is it?
- \_\_\_\_\_ IX. Letter from Santa Stores withdrawing “offer” December 1: valid? timely? effective when?
- \_\_\_\_\_ X. Robert fax December 15: legal significance? revocation/counter or breach?

General Comments: