

Class: Contracts
Professor Aiona
Mid term Exam: December 2017

GRADING OUTLINE FOR 2017 MIDTERM #1

Student #:

Substantive Analysis:

1. Offer by ICM on phone? Power of acceptance to Jones, but what about the creditworthiness approval clause?
2. catalogue provisions informational, or part of offer?
3. definite acceptance by Jones? Or counteroffer (because negotiating over price)?
4. if acceptance, what terms control:
 - Jones a merchant?
 - Her new terms conflicting? (no)
 - material alteration? (standard warranties?)
5. If offer, was it accepted? Silence as acceptance?
If accepted, apply 2207 to catalogue terms?
6. Exclusion of remedies part of contract? yes if acceptance by Jones, no if offer by Jones.

Writing style: (Organization, clarity, analysis)

General comments:

GRADING OUTLINE FOR 2007 MIDTERM #2

Student #:

Substantive Analysis:

Ted v. Copia:

1. 11/17 – offer from Copia? Price adequately determined?
2. 11/20 – acceptance by Ted with additional request? Or counteroffer?
3. Significance of later communications? Supplying information, or continuing negotiations?
4. 12/19 – if no acceptance yet, then this is the final counteroffer and acceptance. If prior acceptance, then modification – consideration? Improper threat of breach (duress)?

Noah v. Ted.

1. 11/20 – offer from Ted? Significance of “Christmas gift” language? Unilateral.
2. 11/20 fax – not acceptance because unilateral offer.
3. 12/10 – indirect revocation through Betty’s phone call. Noah’s reliance enough?

Noah v. Betty.

1. 12/10 - consideration? No preexisting duty if no acceptance or revocation was effective.
2. Suretyship? Writing required?
3. Acceptance by telephone?

Writing style: (Organization, clarity, analysis)

General comments: