

Student No.

ISSUE LIST: QUESTION ONE

I. Common Law/UCC

II. Lucky v. Alice

1. Valid assignment?
2. Illegality re bet? Close connection with illegal transaction and contract?
3. Non-contractual limitation on assignment: impair Alice's performance?

III. Defenses of Alice

1. Valid contract with Bart?
2. Offer by Alice?
3. Bilateral or unilateral? If unilateral, no acceptance until January 2. If bilateral, UCC greater liberality.
4. Acceptance: If bilateral, was phone call acceptance? Was revocation by Alice timely? If unilateral, cannot revoke once performance commences.

Other Defenses:

Statute of Frauds?

Unilateral Mistake of Alice re use of the horse? Did she bear the risk?

Specific performance: equitable relief—court can deny relief for equitable grounds.

IV. Lucky v. Bart

--illegality?

--Breach of Implied warranty of assignment?

V. Guido v. Lucky

--illegality

--suretyship: statute of frauds

--third party beneficiary contract? Surety?

Comments:

Contracts Final
Aiona/2018
Question Two

Student No.

ISSUE LIST: QUESTION TWO

- VI. Common Law/UCC
- VII. Contracts between Father and Tubs
- VIII. Third Party Beneficiary Contract in Favor of Sonny?
- IX. Progress Payment Invoice
 - agreement?
 - constructive condition?
 - threat to abandon job an anticipatory breach?
- X. Sonny's statement to Father that he would take over contract.
 - third party beneficiary contract? Surety?
- XI. Sonny's promise to Tubs
 - surety?
 - Statute of Frauds?
 - Main Purpose Rule?
- XII. Defective Work? Breach by Tubs?
- XIII. Abandonment of job: justified or material breach?
- XIV. Damages:
 - \$25K due: constructive condition/substantial performance?
 - claimed lost profits?

Comments: