

Contracts- Final Exam
Date: August, 2018
Professor: Illsley

GRADING OUTLINE FOR 2018 FINAL #1

Student #: _____

GRADE: _____

Is there a contract between Carlo and Mario and, if so, any defenses of Mario?

1. Contract formed? His letter was inquiry, not offer. Carlo made offer. Was Mario's silence an acceptance?
2. If he accepted, frustration of purpose defense? 50% reduction of races enough to frustrate purpose? Did Mario bear the risk? .
3. Statute of Frauds – sale of goods over \$500. Sales confirmation form from Carlo a merchants confirming memo binding on Mario?

If there is a contract, to whom is duty owed? Status of Tommy?

Assignee? Probably not a present transfer of right
Contractual limitation on assignment?

2207 analysis if part of contract. But even so...not apply – because Seller was assignor – therefore consented. Also – right to receive money freely assignable.

However, if assignment, rights vest? Executory contract?

Any rights of Tommy v. Carlo?

Contract? No consideration. Estoppel? Foreseeable he would spend the money on such items?

GRADING OUTLINE FOR 2018 FINAL #2

Student #: _____

GRADE: _____

Ashley v. USA

1. Assignment of contract from Peter to Ashley, so that Ashley holds right vs. Bob. Validity of anti-assignment clause? Parol evidence rule bars evidence of side deal (consistent additional term) if contract fully integrated. Even if oral clause admissible, just eliminates right not power.
2. Delegation by Bob to USA. No contractual bar to delegation. Non-contractual bar - substantial interest in having work done by Bob instead of USA? (no).
3. Analyze delegation as 3PB. Ashley as 3pb of Bob- USA. No defenses of USA. Anticipatory repudiation. Money damages to Ashley.

Ashley v. Bob.

1. Same analysis per above re validity of assignment from Peter to Ashley. No novation, therefore Bob secondarily liable.
2. Constructive conditions? Mutually dependent (pay and install water) or independent? If dependent, it is a constructive condition. Reas grounds for insecurity and failure to give adequate assurance excuses Ashley's payment.