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# Blue Book

EXAMINATION BOOK

Box No. \_\_\_\_\_

NAME \_\_\_\_\_  
SUBJECT Exam Writing  
CLASS Law Study + Exam  
SECTION \_\_\_\_\_  
INSTRUCTOR Prof. Burchett  
DATE 12/5/2013

PASS

MODEL  
ANSWER

11" x 8.5" 8 LEAVES 16 PAGES

Lia (G) v Part (P)

~~Aug 20<sup>th</sup> was the voice mail~~

GOOD

The contract between Lia and Part is governed by common law because it is not for the sale of goods the UCC does not apply.

Aug 20<sup>th</sup> - was the voicemail left by P on Aug 20<sup>th</sup> an offer? An offer is a manifestation of willingness to enter into a bargained for exchange that gives the offeree the power of acceptance in the manner chosen by the offeror. By the voicemail is detailed in its information providing the price to be paid, the time of performance. This shows the manifestation of willingness. The bargained for exchange is the

to accept this offer because it gives all the essential terms and could reasonably be interpreted to be an offer. Therefore the voice mail of Aug 20<sup>th</sup> is an offer.

Good analysis

Aug 21<sup>st</sup> IS L's voicemail to P on Aug 21<sup>st</sup> an acceptance? An acceptance is a manifestation of assent to the terms of the offer in the manner set out by the offeror as the master of his offer. Because the manner of acceptance is not stated in the offer the offeree may choose a reasonable form of acceptance. By stating she would love the job L is manifesting her assent to the terms her asking when do I start is not so much an informational statement

as another way of saying I want the job. The offer by P did not state a specific means of acceptance therefore L is able to choose any reasonable means. Voice mail is reasonable even more so because that was the manner of the offer. In conclusion the Aug 21<sup>st</sup> voicemail was an acceptance and a contract was formed between ~~R~~ L + P.

Was L + P's contract supported by consideration? Consideration is an actor forbearance <sup>or promise thereof</sup> given by the offeree in exchange for an actor forbearance <sup>or promise thereof</sup> on the part of the offeror.

The P's offer of \$800 is a promise to pay in exchange for L's promise to coach the team. This creates a bilateral contract supported

Great analysts!

by consideration.

Aug 22- ~~the~~ Does Pat's letter of Aug 22<sup>nd</sup> change the contract? The contract has already been formed and L does not assent to these

What about fact that L performed the extra term?

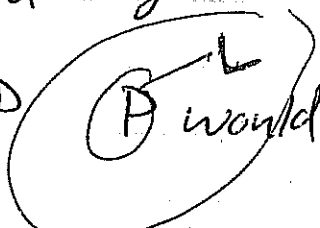
new terms. Therefore they are not part of the contract under common law and the mirror image rule which states acceptance is in the exact terms of the offer.

~~Aug 23~~ Aug 27<sup>th</sup> - ~~the~~ Does the fact that Pat did not receive the voice mail from L until the 27<sup>th</sup> affect the contract formation.

Good

The mailbox rule states that an acceptance is effective upon dispatch. This means L's acceptance was effective Aug 21<sup>st</sup> the day she sent it.

This means the contract was formed Aug 21<sup>st</sup>.

In The lawsuit Between L + P  would be entitled to compensatory damages to provide her with the benefit of the bargain because the 8 girls clause was not a part of the contract formed Aug 21<sup>st</sup>. ~~so she~~ Also providing transportation was not part of their contract so she should receive January pay. L cannot be sued ~~for~~ successfully for breach by P because she fulfilled her contract by coaching when she was able to except for when P tried to enforce terms that weren't in the contract. Lia arranging Tammy as a fill in fulfilled her obligation because Pat did not

And replacement (T) seems to have done  
a good job filling in because P hired T to replace L.

Say that this arrangement was acceptable.

Pat is estopped from <sup>dis?</sup> claiming this agreement  
because he should have reasonably foreseen  
L would rely on the agreement if he said  
nothing and L did rely on it.

Discuss this separately  
L cannot successfully sue Kate's  
School for breach because the offer  
does not give definite time of performance  
and was likely conditional on when K  
would return. Therefore the court  
could not provide a remedy based on  
the indefiniteness of the offer to her.

In conclusion L could successfully sue  
P's school for compensatory damages for lost pay.

but not K's school because no  
contract was formed.

Extremely good overall. You hit all the  
issues + sub-issues in a concise yet authoritative  
way. As mentioned, my one quibble is that the  
2 Ks should be discussed separately. Also, I  
think L has a good case against HH because  
facts say HH "offered Kate's job to Lia". Facts say  
about this offer being temporary. But great  
job overall.