

Question 1			
HH: The testimony shows the understanding reached by the parties and shows that the contract is not completely integrated; court can and should ignore the "boiler plate" language in this printed contract	4		
BB: SS's statement is not admissible under parol evidence rule; merger clause; just "puffing"	4		
BB: If partially integrated, the proposed testimony conflicts with the contract	4		
HH: There is nothing contradictory about the offered testimony - it simply explains what the contract means	4		
BB: At the time we agreed to do the job for \$40,000, we didn't know about the wiring problem. If the contract would require that we do the extra work, we didn't know about the extra work so we made a mistake;. alternative - perfect performance of the contract became impossible	4		
HH: I have relied on the contract and you can not be excused from it based upon your unilateral mistake. You allocated this risk to yourself and impossibility would not be an available defense to you.	4		
HH: The contract says that payments are conditioned upon my satisfaction. I have reviewed the work done and, in good faith, I conclude I am not satisfied and therefore no payment is due under the contract.	4		
BB: Satisfaction should be viewed objectively. This is a construction question and a court should apply the objective standard. A reasonable owner would be satisfied with the work we have done.	4		
BB: We have substantially performed the contract and are entitled to the progress payment; after all, even if you later sue us for breach, the doctrine of economic waste would limit you to diminished value damages	4		
HH: We do not have to pay because you have not substantially performed	4		
PP: I am the intended third party beneficiary of the contract between HH and BB; the rough plumbing is completed and I am owed the plumbing progress payment	4		
HH: You are, at most, an incidental beneficiary of the contract and do not have the right to sue me - I never promised to pay you. You have to sue BB for the work you have done.	4		
Miscellaneous Points	2		
Total Points		50	
Question 2			
SS: This entire negotiation was oral. There was no writing describing a sale of this house to BB and signed by SS. This transaction in real property is not enforceable without a writing signed by SS.	4		
BB: There was a flyer in SS's house with an offer to sell. That is a writing authenticated by having her name and being at her home and sufficient to make the contract enforceable against her.	4		
SS: The flyer carried a sale price of \$150,000 and that is not the contract BB is suing on and so even if it otherwise satisfied the Statute of Frauds, this discrepancy means it is not satisfied by this writing	4		
BB: On telephone, you couldn't accept my offer of \$125,000 because you had rejected it at your house, so you were offering to sell for \$125,000. You then accepted my counteroffer of \$100,000.	4		
SS: My acceptance of your offer to buy for \$100,000 was based upon a unilateral mistake on my part about the septic system situation; you haven't relied on contract and it would be unconscionable to enforce it so I can avoid the contract based upon my mistake.	4		

Question 2			
BB: This was not a mistake in kind but one of value - not the kind of mistake that make the agreement void. You were the owner and bore the risk of knowing whether or not your house depended upon septic system.	4		
SS: Contract for sale for \$100,000 - contract reached as a result of BB's fraud or at least failure to disclose information that he knew and that he knew I didn't have. He had to duty to disclose which he breached.	4		
BB: I learned about the sewer line by my diligence and at my cost and was under no obligation to tell you - after all, you could have found it out yourself since it was a matter discoverable by any member of the public. The law does not require that I disclose to you information that I discovered by my effort.	4		
BB: A unilateral mistake on your part; but by spending \$100.00, I was relying on that contract and a relied-upon contract based upon unilateral mistake can not be avoided by the mistaken party.	2		
SS: You did not spend the \$100 in reliance upon any contract with me - when you spent that money, we had no contract. My telephone acceptance of your offer to buy happened the next day.	2		
SS: Not entitled to specific performance because your behavior did not conform to standards of good faith - If I have breached by not selling you the house, you can only get damages measured by the difference between the contract price and the market price of a comparable house.	2		
Miscellaneous Points	2		
Total Points	40		

Question 3			
TT: I never signed any writing and the contract is for a sale of goods for more than \$500 and so the contract is unenforceable under UCC 2-201; I shouldn't be bound as a merchant under 2-201(2) because I shouldn't be classified as a merchant since I don't deal in goods of this kind - I tint windows.	4		
WW: The Confirmation of Purchase Order was sent to you on April 10 and you didn't reject it by April 20 and since it was a good enough writing to satisfy 2-201 against us it became binding on you under 2-201(2). You are a merchant because you are making a commercial purchase for your business	4		
TT: The city's letter makes it clear that the earliest I could begin business would be July 1 - my use of chemicals to be delivered on June 1 has been made impossible by a contingency that neither I nor WW foresaw at the time of making of the contract. Under 2-615 I should be excused from performance	4		
TT: I should be excused from performance under the force majeure clause in the Confirmation of Purchase Order because the delay caused by conditions beyond my control.	4		
WW: Neither 2-615 nor the force majeure clause excuse you from the contract. You are not prevented by the City's letter from receiving and paying for our tinting chemical	4		
TT: I gave you a notice of anticipatory repudiation on May 2. Under 2-723 you are entitled under 2-708 only to the difference between the contract price and the market price on the day of my repudiation - May 2.	4		
WW: We are entitled under 2-708(1) to the difference between the contract price and the market price on the day our performance was due - and that was \$50; if 2-723 is applicable because of your repudiation, we could still wait a commercially reasonable time under 2-610(a) ; lost volume 2-788(2)?	4		
Miscellaneous Points	2		
Total Points	30		