

RAW SCORE \_\_\_\_\_

Final Grade \_\_\_\_\_

Exam # \_\_\_\_\_

LAW 503 Contracts §1

**Grading Form Spring 1991-92**

Dean Kalodner

**Question I (40 points)**

Contracts for the sale of land are within the S/F (3 pts) ..... \_\_\_\_\_

Buyer: the letters satisfy the S/F (4 pts)..... \_\_\_\_\_

Seller: the letters do not satisfy the S/F (4 pts) ..... \_\_\_\_\_

Buyer: even if S/F not satisfied, entitled to reliance costs (4 pts) ..... \_\_\_\_\_

Seller: if S/F not satisfied, buyer not entitled to any recovery (4 pts)..... \_\_\_\_\_

Buyer: apart from S/F issue, an agreement was reached that is enforceable (4 pts) ..... \_\_\_\_\_

Seller: apart from S/F issue, parties never reached agreement - just negotiation (4 pts)..... \_\_\_\_\_

Buyer: at least negotiation entitled me to good faith negotiation and damages or reliance on offer (4 pts)..... \_\_\_\_\_

Buyer: if agreement and S/F is satisfied, I am entitled to specific performance (4 pts) ..... \_\_\_\_\_

MISC (5 pts)..... \_\_\_\_\_

*TOTAL QUESTION I (of 40 possible raw score pts) ..... \_\_\_\_\_*

**Question II (50 points)**

Buyer: Warranty disclaimer not effective because inside package & not part of bargain (4 pts) ..... \_\_\_\_\_

Seller: Opportunity to inspect package and warranty disclaimer makes disclaimer effective (4 pts)..... \_\_\_\_\_

Seller: Even if disclaimer not effective, limitation of damage clause to purchase price is (4 pts)..... \_\_\_\_\_

Buyer: If disclaimer not effective, limitation of damages is unconscionable (5 pts)..... \_\_\_\_\_

Buyer: If ineffective disclaimer & damage limit, then value difference b/w actual and as warranted (4 pts) ..... \_\_\_\_\_

Seller: Representations of salesperson not introducible b/c of parol evidence rule/integration cl (5 pts)..... \_\_\_\_\_

Buyer: Representations introducible to show no integration or fraud or etc. (5 pts)..... \_\_\_\_\_

Seller: Even if introducible, express warranties are also disclaimed in writing (4 pts)..... \_\_\_\_\_

Buyer: As against Dep't of Defense, argue mistake and DOD should have known of mistake (5 pts)..... \_\_\_\_\_

Gov't: Just a unilateral mistake and no due care and we detrimentally relied; damages: cover (5 pts)..... \_\_\_\_\_

MISC (5 pts)..... \_\_\_\_\_

*TOTAL QUESTION II (of 50 possible raw score pts) ..... \_\_\_\_\_*

**Question III (30 points)**

Sam: my obligation is to the law school and I owe no duty to PD which PD can enforce (4 pts)..... \_\_\_\_\_

PD: this office is the intended third party beneficiary of the law school/Sam contract (4 pts)..... \_\_\_\_\_

Sam: I didn't sign & not to be performed w/i 1 yr so S/F; PD: part performance removes from S/F(4 pts).. \_\_\_\_\_

Sam: my obligation to law school is a promise not a condition and I have substantially performed (5 pts) ... \_\_\_\_\_

Law School: service was a condition and since not perfectly performed, no graduation (4 pts)..... \_\_\_\_\_

Sam: if a condition, you waived the condition by your knowledge and no consid needed for waiver (4 pts).... \_\_\_\_\_

MISC (5 pts)..... \_\_\_\_\_

*TOTAL QUESTION III (of 30 possible raw score pts) ..... \_\_\_\_\_*

COMMENTS: