

**Question I (40 points)**

Clara: Brochure was offer and I accepted by telephone, a reasonable acceptance, so contract (4 pts)..... \_\_\_\_\_

Co: Brochure was invitation, not offer; if brochure was an offer, acceptance was not timely (4 pts)..... \_\_\_\_\_

Co: We w/d our telephone offer or our telephone acceptance before K compl by receipt of deposit (4 pts)..... \_\_\_\_\_

Co: w/i Statute of Frauds so no contract without writing; our offer was oral, on phone (4 pts)..... \_\_\_\_\_

Co: if offer and acceptance, based on mutual mistake, so no contract (4 pts)..... \_\_\_\_\_

Clara: If mistake, it was co's and I have relied so no avoidance for mistake (4 pts)..... \_\_\_\_\_

Clara: S/F satisfied by brochure or, in alternative, by part performance (4 pts)..... \_\_\_\_\_

Co: Under UCC, only enforceable to extent of payment made (4 pts)..... \_\_\_\_\_

Clara: If breach, co. must pay difference between the \$1000 and mkt price on day of breach (4 pts)..... \_\_\_\_\_

MISC (4 pts)..... \_\_\_\_\_

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

**Question II (40 points)**

Clara: Our contract was reached orally and made clear date was not "critical" (4 pts)..... \_\_\_\_\_

Cem: Complete integration; parol evidence rule bars introduction of prior oral exchange (4 pts)..... \_\_\_\_\_

Clara: Even if per would otherwise bar, fraud practiced by Cem and can prove the fraud (4 pts)..... \_\_\_\_\_

Clara: Language of agreement creates condition, not promise so she didn't breach (4 pts)..... \_\_\_\_\_

Clara: We had a clear oral agreement, writing is wrong, so reformation is available as to date (4 pts)..... \_\_\_\_\_

Clara: If otherwise bound, defense available of frustration of purpose - no stone, no dedication (4 pts)..... \_\_\_\_\_

Clara: If she breached, Cem cannot keep \$1000 because would # 3 is invalid liq dam cl (4 pts)..... \_\_\_\_\_

Clara: I am entitled to \$1000 less any provable damages under unjust enrichment (restitution) (4 pts)..... \_\_\_\_\_

Cem: Liq Dam Cl is valid since damages not easily calculated and reasonable effort to set (4 pts)..... \_\_\_\_\_

MISC (4 pts)..... \_\_\_\_\_

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

**Question III (40 points)**

Clara: Hotel can not perform its promise and so I am entitled to return of my deposit (4 pts)..... \_\_\_\_\_

Clara: Doctrine of frustration of purpose excuses me from performance - restitution of deposit (4 pts)..... \_\_\_\_\_

Hotel: Clara's anticipatory breach preceded their inability to perform; her breach excused their perf (4 pts)..... \_\_\_\_\_

Hotel: Doctrine of impossibility excuses our performance and losses lie where they fall (4 pts)..... \_\_\_\_\_

Hotel: If frustration of purpose defense, loss lies where it falls so no restitution (4 pts)..... \_\_\_\_\_

Martha: I am the assignee of your contract with Clara or, alt, the TPB and you breached (4 pts)..... \_\_\_\_\_

Martha: I notified you of the ass't or TPB prior to Clara's call to you and my interest is unaffected (4 pts)..... \_\_\_\_\_

Martha: I am entitled to \$200, the cost of the "substitute" room (4 pts)..... \_\_\_\_\_

Hotel: That is not a reasonable substitute and not a fair measure of expectation damages (4 pts)..... \_\_\_\_\_

MISC (4 pts)..... \_\_\_\_\_

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

COMMENTS: