

Question I (40 points)

- ATC will argue w/i SF & no writing; if asserted SF will bar breach of contract action (5 pts) _____
- Est will argue offer of unilateral K and that his resignation was beginning of perf so no revocation.... (3 pts) _____
- Est will argue ATC can not interfere with his perf as CEO which is his acceptance of offer (3 pts) _____
- ATC will argue defense of impossibility in view of FDA ban since they can't pay him..... (4 pts) _____
- Est will argue ATC can still hire him as CEO despite ban (4 pts) _____
- ATC will argue frustration of purpose since they needed Est only to market the cow product (4 pts) _____
- Est will argue that he is still qualified to be CEO and so they must honor contract (4 pts) _____
- Est will argue that even if SF bars, entitled to have his reliance protected..... (4 pts) _____
- Remedy? Est will argue expectation; ATC will argue mitigation and limit of 26 months..... (5 pts) _____
- Misc..... (4 pts) _____

TOTAL QUESTION I (of 40 possible raw score pts) _____

Question II (40 points)*Breach of Contract?*

- P will argue no contract because of breach of duty to disclose free space need or impl war fit (4 pts) _____
- P will argue no meeting of the minds b/c of wood type and space need (4 pts) _____
- P will argue no adequate memorandum of law to satisfy UCC SF..... (5 pts) _____
- R will argue no duty to disclose, parties agreed on "rot resistant" and memo adequate for UCC..... (5 pts) _____

Redwood?

- P will argue can show that they discussed redwood and that price shows redwood..... (5 pts) _____
- R will argue that under UCC, parol evidence is barred by integration..... (4 pts) _____
- P will argue no integration and no contradiction..... (4 pts) _____
- P will argue can introduce to clarify meaning to parties of "rot resistant" (5 pts) _____
- Misc (4 pts) _____

TOTAL QUESTION II (of 40 possible raw score pts) _____

Question III (40 points)

- AA will argue contract not assignable (5 pts) _____
- SA will argue all contracts are assignable unless negated and no special character here (5 pts) _____
- AA will argue that if assignable breach by SA in lowering prices w/o effort to increase volume..... (5 pts) _____
- SA will argue reasonable business judgment even if didn't work out (5 pts) _____
- AA will argue that since SA breached first, support/updates change is not a breach by him..... (5 pts) _____
- SA will argue that they didn't breach and that they had exclusive and he had promised support (5 pts) _____
- AA should consider suing CC on theory they owed him since they couldn't assign contract..... (5 pts) _____
- Misc (5 pts) _____

TOTAL QUESTION III (of 40 possible raw score pts) _____

COMMENTS: