

QUESTION 1 (30 POINTS)

For Contract

- Sarah’s letter of 4/14 is an offer - contains all relevant terms and invites acceptance (3 pts) _____
- Letter of 4/16 is an inquiry not a counteroffer and so doesn’t terminate power of acceptance. (3 pts) _____
- Prof’s letter of 4/17 is an acceptance of the 4/14 offer..... (3 pts) _____
- Prof’s letter of 4/17 was effective as acceptance on 4/17 under deposit acceptance rule (3 pts) _____

Against Contract

- Sarah’s letter of 4/14 is only an invitation to deal—certainly does not include all needed terms (3 pts) _____
- Prof’s letter of 4/16 is a counteroffer which terminates the power of acceptance..... (3 pts) _____
- Prof’s letter of 4/17 is not a mirror image of offer (see, e.g., starting date) so not acceptance.. (3 pts) _____
- Prof’s letter of 4/17 is not entitled to mailbox acceptance rule (terms of offer) accept too late. (3 pts) _____
- Prof knew offer no longer available before Prof tried to accept on 4/17 (Blum conversation).. (3 pts) _____
- Miscellaneous points (3 pts) _____

TOTAL (of 30)..... _____

QUESTION 2 (50 POINTS)

For Peter Purchaser

- Our January memo was a contract - contained all needed terms (2-204)..... (5 pts) _____
- If not a contract, then a ltr of intent binding to good faith negotiation which Selby breached... (5 pts) _____
- If not contract, then I reasonably relied on offer and am entitled to reliance damages (5 pts) _____
- If January memo is a contract, parol evidence rule does not bar evidence of exclusivity..... (5 pts) _____

For Selby

- January memo is, at most, a letter of intent and is not a contract..... (5 pts) _____
- At most, an obligation to bargain in good faith - my reasons for not bargaining satisfy gf (5 pts) _____
- If January memo is a contract, at most it is a contract for 100,000 @ 10¢ (not exclusive)..... (5 pts) _____
- If a contract, and U.S. bars import, I am entitled to an excuse from performance (2-615)..... (5 pts) _____
- Court should not extend protection to reliance on offer on these facts - far apart on exclusive (5 pts) _____
- Miscellaneous points (5 pts) _____

TOTAL (of 60)..... _____

QUESTION 3 (40 POINTS)

For Abby

- The condition in the contract is for her and so she can waive..... (4 pts) _____
- Contract is not fully integrated, and she can introduce evidence of Seller financing agreement (4 pts) _____
- Submission of a credit report satisfied condition on Seller financing - objective satisfaction... (4 pts) _____
- Contract right is assignable - presumption of assignability of right is not overcome..... (4 pts) _____

For Bob

- Writing is totally integrated - Seller financing cannot be introduced (inconsistent)..... (4 pts) _____
- Obligation of Seller financing conditioned upon adequate buyer efforts at bank - not here (4 pts) _____
- Obligation of Seller financing conditioned upon reasonable satisfaction - not here (4 pts) _____
- Abby’s inability to get bank financing on terms of condition means no contract obligation (4 pts) _____
- If Abby has contract right, not assignable b/c of my financing obligation..... (4 pts) _____
- Miscellaneous points (4 pts) _____

TOTAL (of 40)..... _____

Comments: