

## Question 1 (30 pts)

Janet: I made an oral contract with Happy Rockers for \$1500 - rock and latin for \$1500 - S/F not applicable	3	
Perfect Beat: Happy Rockers assigned that contract to us and we performed so we are entitled to the \$1,000	5	
Janet: You failed to satisfy the express condition by not playing any latin; I owe you nothing	5	
Perfect Beat: a promise, not a condition and we have substantially performed; we get price less provable damages	5	
Janet: Invalid assignment because the delegation of duty adversely affected the value of the contract we made	5	
Perfect Beat: If no contract, you owe us the reasonable value of our services under unjust enrichment	5	
Miscellaneous	2	
TOTAL POINTS QUESTION 1	30	

## Question 2 (40 points)

§1 PP - 2-201 makes agreement unenforceable - value of goods is $\leq$ \$500 and no writing signed by PP UCC 2-201	4	
§1 BB - confirmation of sale form satisfies 2-201(2) because deal is between merchants and no objection	4	
§2 PP - shipment is not a perfect tender under 2-601, we have right to reject the goods and to sue BB for breach	4	
§2 BB - we told you that up to 5% might not work so what we delivered is exactly what we promised to deliver	4	
§2 PP - The confirmation silent on 5% failure so shipment does not conform to contract	4	
§2 BB - 2-202 - the oral agreement does not contradict the writing and the writing is not complete and exclusive	4	
§2 PP - (1) merger clause says complete so no evidence permitted; (2) the evidence contradicts gap fill perfect tender	4	
§2 BB - even if we breached, (1) no consequential damages because excluded by form (2) right to cure	4	
§2 PP - proposed evidence attempts to eliminate consequential damages; many courts require conspicuous writing	4	
Miscellaneous	4	
TOTAL POINTS QUESTION 2	40	

## Question 3 (50 points)

B&S - no substantial performance by ABC and they have made an anticipatory breach	7	
ABC - we have substantially performed - if you don't pay the \$15,000, you have breached and we won't work	5	
ABC - we made a mistake and you were on notice of it (bid difference) so we should be excused from contract	7	
ABC - the contract is impossible to perform so we shouldn't be liable for damages	7	
B&S - we are entitled to specific performance to make ABC do the job they promised to do	5	
B&S - since ABC breached, our damage claim includes paying XYZ to undo and redo to get kitchen right	7	
ABC - court will not allow economic waste; you get diminished value which won't be much	7	
Miscellaneous	5	
TOTAL POINTS QUESTION 3	50	