

Question 1		
PP Theory: Excel has breached by not installing roll-back meters at each facility in which the PPT Turbine is installed, a substantial breach justifying termination of license	5	
PP: Performance of its contract in good faith required Excel to install roll-back meters with every turbine since the royalty payment was predicated on the amount of roll-back	5	
Ex: Good faith is satisfied by our plan to install roll-back meters consistent with our costs; contract does not require simultaneous installation of meters and turbines	5	
PP: Your breach is substantial because it is a breach which defeats the royalty provision - it is like not paying when payment is due and that is a substantial breach	5	
EX: Our payment of the initial license fee is by itself substantial performance and we have installed some meters and have shown you our plans to install more in the future	5	
PP: Your failure to install meters does breach the contract - the letter that you sent me prior to our agreement commits you to simultaneous installation and you have breached; that letter can be introduced in evidence because it supplements and is consistent with the contract and its existence shows that our agreement was only partially integrated	5	
EX: Our contract contains a merger clause in which we agreed that the contract contained all of our agreement and that neither of us continued, past the signing, to agree to anything that may have been said or written before the signing so the parole evidence rule bars the introduction of that letter; besides, it contradicts the contract which gives to Excel the right to determine the timing of the installation of roll-back meters.	5	
Miscellaneous	5	
TOTAL:	40	

Question 2		
CC: BB flyer was offer of Brakes for \$100 and I accepted it; alternatively, when I showed BB the flyer and left my car for the new brakes and they accepted it, I was making an offer to pay \$100 for a set of new brakes and BB accepted that offer	4	
BB: Flyer was an invitation to deal - not nearly enough detail to just say "yes" and have an enforceable agreement; at our shop, the deal was spelled out in the receipt and it said \$100-\$150 and you accepted it by leaving your car. So your offer, our counteroffer and your acceptance	4	
CC: But even your receipt did not say that that was the price for each and that was my reasonable understanding; maybe I was mistaken, but the contract was voidable because of my mistake	4	
BB: We didn't know your mistake; trade usage supports us; unilateral mistake not basis for avoiding contract	4	
CC: You can not sue me on your bill because it was a sale of goods of \$500 or more and I signed nothing and the contracts is unenforceable because of Statute of Frauds is not satisfied	4	
BB: We have performed the contract, you have new brakes; even if SF not satisfied, we would be entitled to the reasonable value of our work under the theory of restitution	4	
Miscellaneous	1	
TOTAL:	25	

Question 3		
DD and Silk Supplier: even if DD wanted to sue Silk Supplier, Article 79(1) seems to preclude such an action because the virus was an "impediment beyond control not reasonably to be expected"	5	
PJ v. DD: we will argue 2-615 defense; although other silk is available, not of like quality so impossible to make the pajamas we contracted to make	5	
PJ v. DD: PJ will argue that they contracted for silk pajamas - it is not impossible to make silk pajamas and furthermore the risk of any particular silk being available was a risk DD undertook in making the contract.	5	
DD: Even if I breach, PJ is not entitled to the 10% (\$10,000) so-called liquidated damage clause which does not meet the criteria in UCC 2-718; not "reasonable in light of anticipated harm" or "actual harm" since it is in addition to UCC remedies available to PJ under 2-712 or 2-713 and 2-715.	4	
PJ: DD and PJ agreed to the 10% to cover damages which we believed would occur as a result of any breach by DD; these are not punitive in nature in a \$100,000 transaction and courts now accept such clauses	4	
DD: if 2-615 will not be a defense and we may be exposed to \$10,000 in liquidated damages plus whatever may happen under 2-712 (cover) or 2-713 (mkt) damages plus consequential damages under 2-715, it may be best to go ahead and buy the best silk available, accepting the additional cost and possible loss.	4	
DD: If DD expects silk will continue to rise in price, may be best to notify PJ of repudiation right away to start the clock ticking on PJs damages since PJ can only wait a reasonable time under 2-610.	4	
Miscellaneous	4	
TOTAL:	35	