

Contracts
Answer Outline
Spring 1995

Question 1

Recognition of 2-207 problem 3 pts

Application of Knockout Rule 4 pts

Question 2

Silence as Acceptance/Implied K 2 pts

Subjective v. Objective 3 pts

Reasonable Value 2 pts

Question 3

SOF Generally 2 pts

2-201 merchants rule 3 pts

Quantity Requirement 2 pts

Question 4

2-207 Confirmatory Memorandum 4 pts

Materiality 2-207(2) 3 pts

[Alt: Effect of SOF memo in changing deal terms -- 4 pts]

Interpretation of K term (Availability v. Cost) 5 pts

Impracticability 8 pts

recognition of problem -- 2 pts

foreseeability/allocation of risk -- 3 pts

increase in cost -- 3 pts

Question 5

Unconscionability	8 pts
Recognition -- 3 pts	
Substance v. Procedural -- 5 pts	
factual analysis (distinguish general provision, interest, no notice requirement)	
Distinguish Unconscionability/Good Faith	4 pts
Good Faith	8 pts
Recognition -- 3 pts	
Factual analysis (no notice, kickback corp. relationship)	

Question 6

Incentive to produce info (generally)	6 pts
Understanding of casual v. intentionally acquired	6 pts
Application to home seller	8 pts
[Alt: Doctrine -- 5 pts]	
[Alt: Unconscionability/Warranty -- 8 pts]	

Question 7

Promise v. Condition -- Interpretation	10 pts
Waiver/Estoppel	10 pts