

## Contracts

### I. UCC or Common Law--“Goods” defined

### II. K Formation

#### A. Mutual Assent (UCC differs—Conviser summary of Important Differences)

##### 1. Offer

Revocation & Termination

Option K

CL: Independent Consideration

UCC: Firm Offer Rule by Merchant

##### 2. Acceptance (Mailbox Rule: At mailing, except offer Limits or option K)

CL: Mirror Image (revoke at any time)

--Counteroffer a rejection, new offer

UCC Merchants: Acceptance good unless materially alter terms (change risks/remedies)

--Additional Terms Part of K

--Unless objects within reasonable time  
(knocks out all such terms, go to UCC)

--UCC buyer's right to inspect, reject, revoke, seller cure

#### B. Consideration (or substitute: P-E, UCC good faith modification)

### C. No Defenses

1. Mistake
2. Capacity
3. Illegality
4. Statute of Frauds (look for issue on K essay)

### III. K Interpretation

A. Discharge by performance, impossibility, novation, accord.

#### B. UCC

1. Delivery obligations
2. Warranties
  - a. Express
  - b. Implied
    - i. Merchantability (merchant)
    - ii. Fitness for particular purpose (any seller)
3. Risk of Loss

IV. Parol Evidence Rule (look around for issue)—If integrated, no.  
--If ambiguity, course of dealing, explanation, yes.

### V. Statute of Frauds

CL: Executor from own pocket, debt of another, marriage, land, performance not within one year

UCC: Goods over \$500 (writing pretty broad), exceptions for specific item where begun performance)

### VI. Assignment of Rights, Delegation of Duties

--Depends on reliance on specific skills

--Ongoing liability of original person (if no permission)

## VII. Damages

A. Equity (specific performance)

B. Expectancy & limits (reasonable person)

Basic Rule: In position would have been in if K performed.

C. Liquidated

1. Not easily ascertained
2. Can't be a penalty