CONTRACTS – 1L Practice Final Exams

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The following are several final exam questions. While each will find his or her best way to study, individually or in study groups, here are some suggestions:

10-15 minute outlining drill

read the question and outline your answer, then compare notes with your study group. Self-teaching is an excellent way to work on identifying material facts and spotting issues.

rule statement practice

take the outline produced and list all the rules that are implicated and practice capturing your memorization on paper; set a time limit, then compare what you produced. This also promotes self-teaching an effective way to reinforce memorization skills.
write the exam(s)

always take these exams under timed conditions: if you write, however, and the timer goes off -- "do not stop"; rather, draw a line across the page and keep going until you finish. Note the time. Here, during practice, it is better to complete the exam, rather than stop -- at least you can review whether you knew the material. The timing is crucial, however, because the line across the page will show you graphically what the professor will never see -- and the material for which you will never earn any points! Compare your answers with those in your study group. Identify the good answers, the weak answers, and the incomplete answers. Teach each other how to identify the "trigger words" in the fact pattern so that you do not miss issues.

rewrite the exams

this is an opportunity to compare styles and work products that is not typically permitted at Concord. Here, students can write their answers, then circulate them among their study group. Students should then discuss the weaknesses and strengths of the various submissions. In this way, students can see what works – and by discussion, figure out how to improve. The rewrite will demonstrate whether you have improved – and whether you still need more work.

One of the best learning tools is to rewrite the exams after a full and in-depth discussion of a group's answers!

always, always, always write these practice exams under strict time conditions

students who know the material can still receive a poor grade simply because they did not finish; they did not learn to write or think fast enough to get down what they know on paper!

Other suggestions:

Students might choose to do an intensive immersion in one subject, for example, writing all the exams in one subject in one session – or in several sequential sessions – or students may want to simulate exam day and practice one-of-each topic in one sitting. Your goal should be to find a system that works for you.

Good luck. The Model Answers or Issue-Outlines are available in a separate packet.

Best regards,

The Academic Success Task Force

Dr. Martha Siegel, Chair
Associate Dean
Dean of Students
Seever has an exclusive contract with Major League Baseball to supply masks to all major and minor league umpires. In the past, Seever has purchased the masks from the manufacturer, Cranepool, for $100.00 each. On March 1, Seever sent the following signed fax to Cranepool:

“Need 100 baseball umpire masks, Model 2002, promptly. Masks are to be black in color. Will pay the same price as last year, $100.00 per mask.”

Cranepool received the fax on March 1 and, within minutes, sent a signed fax to Seever as follows:

“Will ship 100 masks as soon as possible. We will discuss the price when we meet next month.”

On March 5, Cranepool shipped 100 umpire masks, Model 2002, to Seever. Fifty of the masks were black, but fifty were silver. On March 7, Seever sold the fifty black masks for $150.00 each to his umpire customers. Seever, though, could not sell the silver masks, as they were not regulation. On March 7, Seever sent the masks back to Cranepool with the following note:

“I will pay for the fifty black, but am returning the fifty silver, masks.” Cranepool received the fifty silver masks on March 11. That same day, Cranepool immediately shipped fifty black Model 2002 umpire masks to Seever. Cranepool sent a fax to Seever on March 11 indicating that the masks were on the way.

All umpires were required to have regulation masks by March 10. On March 8, a representative from Major League Baseball called Seever. The representative threatened to cancel the contract with Seever unless the umpires were outfitted with proper (black) masks by March 10. Seever could only find one other supplier of masks, Acme Sporting Goods, and it charged $200.00 per mask. Seever ordered and received the masks and sold them to the remaining fifty umpires for $150.00 each. On March 16, Seever received and returned the shipment of the fifty regulation masks from Cranepool.

The next week, Cranepool said to Seever, “Don’t you remember that when we spoke on the phone on February 25, you said that either black or silver masks were fine, as long as they were all Model 2002? By the way, due to increased costs, I have to charge you $125.00 per mask for the fifty you kept. Seever replied, “I never said that silver masks would be acceptable. Also, the increased costs are your problem, not mine.”

Question:

Seever sues Cranepool for breach of contract. Discuss the legal issues presented by the fact pattern, including possible damages, as well as any reasonable defense(s) available to the parties.
For the last five years, Tracey, owner of Tracey’s Circus Supplies, Inc., has supplied the Apple Circus with all of the trapeze wire needed for Apple’s performances. Although the amount of trapeze wire needed by Apple has varied over the years, the most wire that they have ordered from Tracey has been 1,000 yards, and the least wire ordered has been 500 yards. In preparation for this year’s circus, Apple’s representative called Tracey to order 3,000 yards of “Grade A” trapeze wire (the circus had added two more trapeze acts). The representative indicated that Apple would pay the prevailing market rate for the wire. Tracey orally agreed to supply the wire as requested and, that same day, sent Apple’s representative the following fax:

"Will fill order for 3,000 yards of trapeze wire Grade A or Grade B depending on supply of my wholesaler. Price to be agreed upon."

Apple’s representative received the fax, but did not reply to it. One month later, Tracey delivered 3,000 yards of Grade B trapeze wire to Apple. When Apple’s representative called to complain that Grade A wire had not been delivered, Tracey explained that her usual supplier of Grade A wire had gone out of business, and the only other supplier would have charged Tracey twice as much as the now defunct supplier. Trapezoid, the head of one of the world-famous high wire acts, saw that only Grade B wire was available. He refused to perform, citing safety concerns from using what he believed to be inferior wire. Hearing this, the other high-wire acts refused to perform using Grade B wire as well. Local television and newspaper reported that Trapezoid would not perform the next night (which was the opening night for the circus.) Ten thousand tickets had been sold, but only five thousand customers came to the circus. The circus estimates that each person would spend approximately $25.00 for food and gifts at a performance.

At the time of Tracey’s delivery of the wire, the prevailing market rate for Grade B wire was $3.00 per yard. Tracey sent Apple a bill for the 3,000 yards of wire at $10.00 a yard. Apple sent Tracy a check for $9,000.00 (3,000 yards at $3.00 per yard).

**Was there a contract formed between the parties? If so, what is the price term for the wire? Discuss.**
Ron, a well-known product developer and marketing genius, thought of a new product, the “Turnip Twirler”. Ron wanted to sell the product on his cable television channel, the TVShop Network. Ron contacted Sue, a small appliance manufacturer, to ask if Sue could produce the Turnip Twirler. Sue said she could make the Turnip Twirlers at a cost of $7.95 per unit, with a minimum production of 50,000 units. Ron replied that he had already created a marketing campaign based on a final sale price of $19.95; thus, Ron could not pay more than $5.95 per unit in order to make a profit. Sue responded that she could sell the Turnip Twirlers to Ron for $5.95 per unit, but only if Ron ordered at least 100,000 units. Ron responded that he would buy “all the Turnip Twirlers I can sell” from Sue at $5.95 per unit.

Sue shut down her operation for 10 days to re-tool her assembly line and to begin production of the Turnip Twirlers. Ron approved samples from the first day’s production and launched the marketing blitz for the Turnip Twirler. After three weeks of national television, radio, magazine and newspaper ads, Ron began offering the Turnip Twirler for sale. Ron was stunned when, for the first time in the history of the TVShop Network, no customers ordered the Turnip Twister either by phone or by Internet. After a week of no sales, Ron called Sue and told her that the contract was cancelled. Sue told Ron that she stopped production on all of her other clients’ products so that she could have 28,000 Turnip Twirlers ready to ship for his first week of sales.

Sue has sued Ron for breach of contract.

Please discuss the legal issues presented by the lawsuit. Include a discussion of applicable defense(s), if any.