

Quiz October 1: Chapters 10 and 11

1. A contract has four elements: the parties must reach an _____ (i.e., offer and acceptance), _____ (i.e., bargained for exchange of legally sufficient value); contractual capacity; and legal subject matter. There are two defenses to a transaction that satisfies those four elements: the necessity of genuineness of _____ ; and the necessity a specific form (e.g., writing) for some types of contracts.
2. How a contract comes into existence varies. Some transactions are express contracts wherein all of the terms of that contract are known by the parties' words. Other transactions are implied contracts wherein all of the terms of that contract are known by the parties' acts, words, and/or _____. Still other transactions are *quasi* contracts which are not contracts, but instead an _____ remedy.
3. The agreement of every contract must satisfy the _____ Rule because the acceptance must match the offer. However, far from all contracts must satisfy the _____ Rule because that rule only is relevant when the offerOR and offerEE are not dealing face-to-face.

Quiz October 3: Chapter 12

1. Every contract must be supported by consideration. That consideration requires both a _____ for _____ and _____ value.
2. An accord and satisfaction requires both an accord and a satisfaction. The accord is a _____ contract between the debtor and the creditor. The satisfaction is consideration based upon a good faith _____ between the debtor and the creditor about that debt.

Quiz October 8: Chapter 13

1. An adhesion contract typically is the result of procedural unconscionability. Procedural unconscionability can result either from a lack of sufficient _____ or a lack of sufficient _____. That lack of _____ can come from overly complex contract forms or from inconspicuous contract terms within the form. That lack of _____ can due to a large disparity of bargaining power. Both of those lacking features might be seen when a dominate party drafts and take-it-or-leave-it contract.
2. The parties to an attempted contract whose terms are illegal typically are held by the courts to be *in pari delicto* (i.e., _____ at fault) and the court refuses all remedy because the transaction is _____ (i.e., court treats it as if it never happened).

Quiz October 10: Chapters 14 & 15

1. The contract defense of lack of genuineness of assent can be proved in several ways. One way is with proof the common law tort of fraudulent misrepresentation. That fraud is proved when the plaintiff proves by a preponderance of the evidence that the defendant knowingly and voluntarily misrepresented a _____ fact that induces the plaintiff's justifiable reliance and _____ causes the plaintiff's injury.
2. The Statute of Frauds requires five different types of contracts to be in a written memorandum of sufficient definiteness that the court can enforce the parties' objective intent. Those five types of contracts are: sale of interest in _____; sale of _____ at or over \$5,000; must take longer than one year to complete the contract's terms; _____ the debt of another; and promises in consideration of marriage.

Quiz October 16: Chapter 16

1. The original parties to a contract each are direct parties to that contract and each of the original parties to that contract share _____ of contract.
2. Direct parties normally are the only parties that have enforceable rights or liabilities based upon that contract. However, if a third party to a contract (e.g., intended creditor beneficiary) has _____, then that third party becomes a direct party and may enforce contract rights against the original parties.
3. Typically, contract _____ may be assigned. In contrast, typically, contract _____ may not be delegated. An assignment that deals with a topic covered by the Statute of Frauds must be an assignment in the _____ that satisfies the requirements of the Statute of Frauds (i.e., a signed written memorandum of sufficient definiteness that the court can enforce the parties' objective intent).

Quiz October 17: Chapter 17

1. A contract can contain many conditions and those contract conditions can take different forms. A condition _____ requires that the condition must be completed before the duty comes into existence. A condition concurrent requires that both parties confront contract conditions and that both parties must discharge their conditions simultaneously. The most frequent contract condition is the condition concurrent of _____ (i.e., ready, willing, and able to perform). A conciliation _____ terminates a contractual duty upon the occurrence of the condition.
2. A contract can be discharged in many different ways. Most contracts are discharged by substantial performance rather than by complete performance. Some contracts are discharged by agreement. Some of the forms of discharge by agreement are mutual rescission, _____ (i.e., original parties agree to

substitute a new party and excuses one of the original parties), and accord and satisfaction (i.e., parties have a _____ dispute over a executory contractual duty). Some contracts are discharged by operation of law. Some of the forms of discharge by operation of law are unilateral rescission, statute of limitations or statute of repose, _____ impracticability (i.e., 3x change), _____ impossibility (i.e., 10x change).

Quiz October 24: Chapter 18

1. Damages for breach of contract come in many different forms. Typically, a party is awarded only one of these forms of damages. Some of the forms of damages are _____ damages (i.e., \$1 as full payment for breach of a legal right); compensatory damages (i.e., loss of the benefit of the bargain); _____ damages (i.e., losses directly related compensatory damages); _____ damages (i.e., only recovery as contract damages if reasonably foreseen by the parties); punitive damages (e.g., typically not available for breach of contract, except against employers and insurers); liquidated damages (i.e., contract specified damages); and economic losses (i.e., not recoverable as contract damages because these are tort damages). The non-breaching party has duty to _____ damages rather than to sit idly by as damages grow.
2. Some remedies are in law and other remedies are in equity. Damages are but one remedy in law for breach of contract. Money restitution is a remedy in law (i.e., monetary value of the benefit obtained by the defendant via breach of the contract). Equity restitution is a remedy in equity (i.e., rescission of the contract and restitution of the consideration). Specific performance (i.e., delivery of the unique item that served as consideration [e.g., _____]) in common law is an equitable remedy; but, increasingly, legislatures have passed statutes creating specific performance as a remedy in law.

Quiz October 29: Chapter 19

A. The common law recognizes the on-line business environment for contract formation as different than the face-to-face business environment for contract formation. The common law recognizes the sale of boxed software as different than the retail sales of "goods". In both instances the common law enforces ____ [1] ____ contracts for many on-line transactions and for many retail sales of boxed software that the common law would not enforce for ordinary face-to-face business environment or for the ordinary retail sale of "goods".

B. A ____ [2] ____ is any mark with the current intent to authenticate the document. In the on-line business environment the concept of document becomes the concept record. Also, in the on-line business environment a ____ [3] ____ can be that mark. The federal government using its Commerce Clause power has ____ [4] ____ the State's governments on the question whether a merchant's [3] is a [2] for on-line contracts in commerce. For consumer transactions within commerce and for transactions that are part of an Act of State the federal government often lacks the power to [4] State laws and/or has expressly chosen to not attempt to [4] State laws on whether a [3] is a [2].