

PRINT NAME to be eligible to earn a quiz grade above zero.
Name left blank and names in script earn a quiz grade of zero.

ON THE ANSWER SHEET PRINT YOUR ANSWERS.

Turn in both your question sheets and your answer sheet.

Only one word is required for each answer, unless answer sheet notes otherwise.

Present your student ID when turning in your exam materials.

NOTE: Some words appear on this exam in different forms of the root word.

For example, the same statement could be written in two different ways.

[i] An appellate court reverses a trial court for a clear error of fact.

[ii] The trial court is reversed when the appellate court finds that the trial court clearly has made an error of fact.

In the exam format below those two sentences could appear using in the following format.

[i] An appellate court reverses a trial court for a ___[a]___ error of fact.

[ii] The trial court is reversed when the appellate court finds that the trial court [a] has made an error of fact.

The root word will not be altered when reused;

unless its use is a negative (e.g., "unclear" would appear as "**un**[a]").

Any version of that word that is a correct answer at any use is acceptable.

Quiz October 1: Chapters 10 and 11

A. A contract has four elements: the parties must reach an ___[1]___ (i.e., offer and acceptance), ___[2]___ (i.e., [26] for ___[3]___ of legally sufficient ___[4]___); contractual ___[5]___; and legal subject matter.

There are two defenses to a transaction that satisfies those four elements:

the necessity of genuineness of ___[6]___; and

the necessity a specific ___[7]___ (e.g., writing) for some types of contracts.

B. How a contract comes into existence varies.

Some transactions are ___[8]___ contracts wherein all of the terms of that contract are [24] by the parties' words: ___[9]___ or written.

Other transactions are ___[10]___ contracts wherein all of the terms of that contract are [24] by the parties' ___[11]___, words, and/or ___[12]___.

Still other transactions are *quasi* contracts which are not contracts, but instead are an ___[13]___ remedy.

C. The [1] of every contract must satisfy the ___[14]___ ___[15]___ Rule because the acceptance must match the offer.

However, far from all contracts must satisfy the ___[16]___ ___[17]___ Rule because [16] [17] Rule only is relevant when the offerOR and offerEE are not dealing face-to-face.

Quiz October 3: Chapter 12

D. An accord and satisfaction requires both an accord and a satisfaction.

The accord is a ___[18]___ contract between the debtor and the creditor.

The satisfaction is [2] based upon a ___[19]___ ___[20]___ ___[21]___ between the debtor and the creditor about that debt.

Quiz October 8: Chapter 13

E. An ___[22]___ contract typically is the result of procedural ___[23]___.

Procedural [23] can result either from

a lack of sufficient ___[24]___ or a lack of sufficient ___[25]___.

That lack of [24] can come from overly complex contract [7] or from inconspicuous contract terms within the [7].

That lack of [25] can be due to a large disparity of ___[26]___ power.

Both of the lack of [24] and the lack of [25] might be seen when a dominate party drafts a take-it-or-leave-it [22] contract.

- F. The parties to an attempted contract whose terms are illegal typically are held by the courts to be *in pari delicto* (i.e., ___[27]___ at fault) and the court refuses all remedy because the transaction is ___[28]___ (i.e., court treats it as if it never happened).

Quiz October 10: Chapters 14 & 15

- G. The contract defense of lack of genuineness of [6] can be proved in several ways. One way is with proof the common law tort of ___[29]___ misrepresentation. That [29] is proved when the plaintiff proves by a ___[30]___ of the evidence that the defendant [24] and [25] misrepresented a ___[31]___ fact that induces the plaintiff's ___[32]___ reliance and ___[33]___ causes the plaintiff's injury.
- H. The Statute of [29] requires five different types of contracts to be in a specific [7] of a written memorandum of sufficient ___[34]___ that the court can enforce the parties' ___[35]___ intent. Those five types of contracts are: sale of interest in ___[36]___; sale of [19] at or over \$5,000; must take longer than one year to complete the contract's terms; ___[37]___ the debt of another; and promises in [2] of marriage.

Quiz October 16: Chapter 16

- I. The original parties to a contract each are ___[38]___ parties to that contract and each of the original parties to that contract share ___[39]___ of contract. [38] parties to a contract normally are the only parties that have enforceable [42] or liabilities based upon that contract. However, if a ___[40]___ party to a contract (e.g., intended creditor beneficiary) has ___[41]___, then that [40] party becomes a [38] party with [39] and may enforce contract [42] against the original parties.

- J. Typically, contract ___[42]___ may be assigned .
In contrast, typically, contract ___[43]___ may not be delegated.
An assignment that deals with a topic covered by the Statute of [29] must be an assignment in the [7] that satisfies the requirements of the Statute of [29] (i.e., a ___[44]___ written memorandum of sufficient [34] that the court can enforce the parties' [35] intent).

Quiz October 17: Chapter 17

- K. A contract can contain many conditions and those contract conditions can take different [7]. A condition ___[45]___ requires that the condition must be completed before the [43] 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 ___[46]___ (i.e., ready, willing, and able to perform). A condition subsequent terminates a contractual [43] upon the occurrence of the condition.
- L. A contract can be discharged in many different ways. Most contracts are discharged by ___[47]___ performance rather than by complete performance. Some contracts are discharged by [1].
Some of the [7] of discharge by [1] are ___[48]___ rescission, novation (i.e., original parties [1] to substitute a [18] party and excuse one of the original parties), an accord and satisfaction (i.e., parties have a [19] [20] [21] over a executory contractual [43]).
Some contracts are discharged by operation of law.
Some of the [7] of discharge by operation of law are ___[49]___ rescission, statute of limitations or statute of repose, commercial impracticability (i.e., 3x change), commercial impossibility (i.e., 10x change).

Quiz October 24: Chapter 18

- M. Damages for breach of contract come in many different [7]. Typically, a party is awarded only one of these [7] of damages. Some of the [7] of damages are nominal damages (i.e., \$1 as full payment for breach of a legal [42]); ___[50]___ damages (i.e., loss of the benefit of the [26]); incidental damages (i.e., losses [38] related [50] damages); ___[51]___ 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 [43] to ___[52]___ damages rather than to sit idly by as damages grow.
- N. Some remedies are in law and other remedies are in [13]. Damages are but one remedy in law for breach of contract. Money restitution is a remedy in law (i.e., monetary [4] of the benefit of obtained by the defendant via breach of the contract). [13] restitution is a remedy in [13] (i.e., rescission of the contract and restitution of the [2]). Specific performance (i.e., delivery of the unique item that served as [2] [e.g., specially manufactured [19]]) in common law is an [13] remedy; but, increasingly, legislatures have passed statutes creating specific performance as a remedy in law.

Quiz October 29: Chapter 19

- O. 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 [17] software as different than the retail sales of "[19]".
- In both instances the common law enforces ___[53]_ contracts for many on-line transactions and for many retail sales of [17] software that the common law would not enforce for ordinary face-to-face business environment or for the ordinary retail sale of "[19]".
- P. A [44] 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 click can be that mark. The federal government using its Commerce Clause power has ___[54]___ the State's governments on the question whether a merchant's click is a [44] for on-line contracts in commerce. For consumer transactions within commerce and for transactions that are part of an [11] of State the federal government often lacks the power to [54] State laws and/or has [8] chosen to not attempt to [54] State laws on whether a click is a [44].

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Name left blank and names in script earn an exam grade of zero.

UNIT EXAM THREE ANSWER SHEET:

ONLY PRINTED ANSWERS will earn full credit, *even if script is legible.*

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| 1. _____ | 28. _____ |
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| 27. _____ | 54. _____ |