

Question 1

Does the agreement between Sowle and Donne contain requiring binding arbitration.

Is Donne's sending the agreement an offer?	2	
Definition of an offer	2	
Manifestation of a willingness to enter a bargain?	2	
No bargain defined, make changes	2	
Justified in thinking concludes the bargain?	2	
Look it over	2	
Not an offer	2	
		0
Is Sowle's :Definition of an offer	2	
Manifestation of a willingness to enter a bargain?	2	
Complete, signed	2	
Justified in thinking acceptance concludes bargain?	2	
Signed	2	
your consideration and acceptance.	1	
Great dealing with you	1	
An offer	2	#REF!
Did Donne accept?	2	
2-207(1) applies	2	
Expression of acceptance?	2	
"Here is acceptance. Deal done"	2	
Different terms matter? No.	2	
Expressly conditional?	2	
No relevant language	2	
Donne accepted	2	#REF!
Arbitration clause: 2-207(2) applies	2	
Merchats, terms = terms of acceptance		
unless an exception applies	2	
Offer expressly limit to terms of offer? No	2	
Material alteration? Yes	2	
Timely objection?	1	
No further communication	2	
"No arbitration" provision not in agreement	2	
Under knock out rule, arbitration also not in	3	#REF!

Question 2

Does the parol evidence rule make the oral agreement concerning royalties unenforceable?

Statement of the rule.	2	
Contradiction?	2	
Complete integration?	2	
Definition	2	
Evidence	1	
Conversation	3	
Entire agreement clause	3	
Scope	1	
Normal inclusion test	1	
Normally include?	2	
Rebuttable?	2	
Not enforceable	2	#REF!

Question 3

When Sowle returns the agreement and includes the note does he succeed in accepting Wyatt's offer?

Marketing is a service, so the mirror image rule applies	2	
Statement of the rule	2	
Is Sowle's note part of his acceptance?	2	
Was Solwe trying to accept Wyatt's offer?	2	
Evidence of the conversation	3	
So Sowle's note is not part of his acceptance	2	
So offer and acceptance exactly match	2	#REF!

Question 4

Did Wyatt breach the marketing agreement when she was unable to begin marketing until April 7?		
Is Wyatt excused by impracticability doctrine?	2	
Statement of the doctrine.		
Unforeseen event? Yes. Amazon shut down	2	
Commercially impracticable? Yes. Impossible	2	
Who ought to bear the loss?	2	
Best loss avoider? Wyatt	2	
Fault? No fault	2	
Best insurer? Wyatt	2	
Wyatt ought to bear the risk	2	
Not excused	2	#REF!

Question 5

Did Donne breach the software agreement on June 13?		
Did he have a right to cure the breach?		
Donne beached by delivering non-conforming goods.	2	
Cure: 2-508(2) applies.	2	
Statement of the rule	1	
Donne have reason to think acceptable?	1	
No. Conversation at formation.	3	
No right to cure	2	#REF!

Question 6

Does Donne owe Sowle \$1,000,000 in consequential damages?		
Sowle gets UCC 2-712 damages: CP - KP + ID + CD - ES.	2	
CD: Defined in 2-716	3	
Donne had reason to know? Yes.	1	
Conversation	3	
Avoidable by cover? No.	2	
Cd's recoverable at \$100,000	2	#REF!

Question 7

No contract under 201(3)?		
Statement of 201(3)	1	
Is there a misunderstanding as required by 201(3)	3	
No	3	
Objective intent test attributes the <i>same</i> understanding to each party.	3	
201(3) does not apply	2	#REF!