

Question 1

The bid was an offer	3
Was there acceptance prior to revocation?	3
Was there reliance before acceptance? Yes	3
Binding as an option contract to the extent necessary to avoid injustice	3

Question 2

Is Sowles's sending the agreement an offer?	2
Definition of an offer	2
Manifestation of a willingness to enter a bargain?	
Complete, signed	2
Justified in thinking assent concludes the bargain?	
Sign and we have a deal	2
An offer	2
Is Piatt's returning the modified form an offer?	
Definition of an offer	2
Manifestation of a willingness to enter a bargain?	2
Complete but unsigned	2
Justified in thinking acceptance concludes bargain?	2
unsigned	1
Look it over, different deal	2
Not an offer	2
Is Sowle's returning the form an offer?	
Definition of an offer	2
Manifestation of a willingness to enter a bargain?	2
Complete, signed	2
Justified in thinking acceptance concludes bargain?	2
Yes	2
"Here we go again—up to you now."	1
An offer	2
Dis Piatt accept?	
2-207(1) applies	2
Expression of acceptance?	2
I have accepted. Deal done,	2
Different terms matter? No.	2
Expressly conditional?	2
No relevant language	2
Piatt accepted	2
Terms?	
2-207(2) applies	2

Merchants	2
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
Warranty not in acceptance	2
But no disclaimer in offer, so implied	3
as a matter of law.	

Question 3

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

Statement of the rule	2
Contradiction?	2
Complete integration?	
Definition	2
Evidence	1
Conversation	3
Entire agreement clause	3
Scope	1
Normal inclusion test	1
Normally include?	2
Rebuttable?	2
Enforceable	2

Question 4

Do Sowle and Pythia meet the requirements of offer and acceptance?

Is Pythia's sending the marketing agreement an offer?	2
Definition of an offer	2
Manifestation of a willingness to enter a bargain?	2
Justified in thinking acceptance concludes bargain?	2
An offer	2
Does the bargain include the terms proposed in Pythia's phone conversation?	
Yes	4

This is the service so the mirror image rule applies 2

So offer and acceptance exactly match 2

Question 5

Is Crystal One excused by impracticability doctrine? Statement of the doctrine. 2

Unforeseen event? Yes. At time of contracting	1
Commercially impracticable? Yes. Impossible	2
Who ought to bear the loss?	2
Best loss avoider? Crystal One	2
Crysta One ought to bear their risk	2

Not excused	1
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Question 6

Did Sowle have a right to cure the breach?	
Sowle breached by delivering non-conforming goods.	2
Cure: 2-508(2) applies.	
Statement of the rule	1
Sowle have reason to think acceptable?	1
No. Conversation at formation.	3

No right to cure	2
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Question 7

Does Sowle owe Piatt \$1,000,000	
in consequential damages?	
Piatt gets UCC 2-712 damages: CP – KP + ID + CD – ES.	3
CD: Defined in 2-715	
Sowle had reason to know? Yes.	1
Conversation	3
Avoidable by cover? No.	2
Cd's recoverable at \$100,000	2