I hope these will be helpful to you. Of course your answers will be somewhat different from these, but they should be similar.

Section I
Questions on Doctrine

Please give short definitions, descriptions, or explanations for the following:

1. Unilateral Misunderstanding --
   A unilateral misunderstanding is where the 2 parties to a contract have 2 different understandings of a term but one of the 2 is seen as “reasonable” by the court and the other is not. In cases of unilateral misunderstanding, courts generally will enforce the agreement according to the 1 “reasonable” meaning.

2. Rationale for the rule that silence cannot be acceptance.
   The rule is based on the idea that people -- offerors -- ought not to be allowed to require other people to act in order to avoid contractual liability.

3. Indirect revocation
   Revocation of an offer generally requires communication, so there is no revocation unless and until the offeree receives notice that the offeror has revoked the offer. However, that notice - communication does not have to be directly from the offeror. The revocation is effective even if the offeree learns of it indirectly, as in Normile (you snooze you lose) or Dickinson (bar room information).

4. Original rationale for the objective approach to interpretation
   The objective theory was originally formulated in the late 19th century, by the Northeastern legal elite, to impose standardized behavior on people, particularly on immigrants, people of color, and people from more rural areas of the country.

5. Current rationale for the objective approach to interpretation.
   There are 2 current rationales: 1) Protect against hidden intentions (fingers crossed behind your back); and 2) actual, subjective intent is difficult to ascertain, so people should be able to trust people’s apparent intentions.

Section II
Issue Identification
(Sue Leong’s Building -- deals with Citron Carpentry and Alean the art buyer).

A. With Citron Carpentry:
[What each party wants:
   Sue wants to enforce a contract with Citron -- she wants Citron to compensate her for the $25,000 she had to pay the other carpenter.
   Citron wants not to be obligated.]

Issues:
Was price quote an offer
If the price quote was an offer, did Citron revoke it before Leong accepted it?
   ... was it irrevocable as a merchant’s firm offer under UCC 2-205?
   ... does the UCC apply to this transaction?
   ... was it irrevocable because Leong relied on it?
Even if the offer was irrevocable, did Leong reject it by negotiating with other carpenters?
Did Leong accept the offer?
   ... was signing the only valid manner of acceptance?
   ... did the offer clearly and unambiguously indicate that signing was the exclusive manner of acceptance?
   ... was Leong’s response an acceptance even though it included terms regarding warranties and date of completion?
   ... does the mirror image rule apply to this transaction?
   ... if so, does the response mirror the offer?
   ... or does UCC 2-207 apply instead?
   ... if so, is this an “expression of acceptance”?
If Leong’s response is a counter-offer, did Citron accept it?
   ... could Citron accept by silence?

B. Alean

Leong -- no contract, no agreement
Alean -- contract, agreement

Was there an offer?
   ... would a reasonable person understand Leong (or Alean) to be making an offer in the conversation?
If an offer was made, was it accepted?
   ... did the offer have to be accepted by full performance, or could it be accepted by a promise?
Did Leong revoke his offer prior to Alean’s acceptance?
   ... Was the offer irrevocable under section 45 of the Restatement?
   ... Was Alean’s looking for paintings mere preparation?
   ... Was the offer irrevocable under Drennen and section 87(2) of the Restatement?
Section III
Identification of issues and arguments

For samples of two A/A- answers, which are very good despite some minor errors, see the attached answers.
Question 1

Xavier (X) units there is no contact.
Amanda (A) does not unit there is no contact.

Price Quote:
X's letter which was sent to four quote we
requests could be comitted in order to do this language
and detail contained in the letter.

A word means that the general rule is that

Price quotations are not now as current as they once
invitations to offers. The letter by X lacks the
formal and express willingness to offer in an exchange.

It was also sent to now that we renewed a

Could mean that X does not intend to be bound by

all 4 artists. (Southworth -- although in Southworth, one to
their communications they do constitute a fair quote on offer.)
X cab urge that a reasonable person may
does this to be an offer. (Emery).

A cab urge that a reasonable person who

not deem such a vague letter to be an offer due

a lack of details in language. (Emery).
X could then argue that this fact that he set 4 letters only identified 1 route, the number of
regiments and that he did want to come into an
exchange. Weak argument.

The courts will more than likely follow the
general rule and not consider X's letter seeking bios
of those wanting an offer.

Offer:

Although not part of this dispute, I will

respond to X's letter.

X's letter must be received in an offer
since it includes a clear intent to enter into an exchange, it requires no

immediates
X said also that A's letter reached me in
the evening. (The letter was a short one.
It was a letter of apology and an
invitation to a dinner he was going to
have at the hotel.)
Many of the details contained in X's original letter. Although it does not completely answer all of the questions, X's reply letter to S clearly accepts S's offer and thus recommends it. S will now act of the news.

A's short letter, although titled a 'risk tour', also sets a new tone.

I agree that the details previously made this letter so offer. I would argue that a reasonable person could see this to be a clear willingness to a change.
X could also mean that A's letter shows no sufficient willingness to enter into an exchange. As also

that for UCC 2-327(3) unwillingness and no make it

an unwillingness to enter into the exchange. (Comment Design)

A tube or A that 2-327(3) is Comment Design

ref to when same contexts which show no intent to

contract & that it was not fit or only since this

is an offer & it is here that an intention to contract

fits in in her offer.
A cab argued that X's purchase order included different terms and thus made it a counter-offer (which works as a rejection of A's offer). A cab argues that the date for conclusion and 'other terms' are changes that make X's PO a counter-offer.

The accident:

X could argue that the date for conclusion and 'other terms' do not change the content of A's offer and thus should serve as an accommodation. X could argue that the conclusion date was a reasonable one given in consideration no that the other terms asked for A not to use back-and-forth letters, so a detail by

√ incorporated from his original letter asking for bios as
X also argue that the unreasonable terms were implied in the offer and that it did not constitute a basis to make it a counter-offer. X can also argue that the changes were insignificant. (had it been)
(1) may state that

X may rely on a "written" or "expression of acceptance". X could further argue that A

is a party to the UCC 2-104 definition of merchant and that UCC 2-207 (2) allows

items between merchants become part of the

contract.

A could argue that even if X's PO could be

seen as an acceptance, 2-207 (2) (b) states that

the additional terms which unreasonably

a

relate to the order do not become part of the contract.

However, argues that A did not want a contract


To exist at all is that the 'original items' proper

would not make a reasonable return (Enss.) believe

that they won't always anything make this

a weak argument.

If X's P.O. is such a counter-offer,

A call was that the latter which

accompanied X's PO expressed instead of that

V. A should call X "effective an agree (conce

account). A call was that since she didn't

call breach she did not accept the offer and its

exclusive mode of acceptance.

X and agree that according to Resale (80)

16 530 to UCC 2-206 (1)(c), any measure now

of acceptance is allowed. (Powhida5)


A card also urged that cards tend to help the parts who are the PD responsible.

As in Board v. Khan, that it was 21's wish to state that he needed a call before deeming his files accepted. Since this was his choice, he should want it enforced.
A cab also argues that the unc 2-900 2(1)(9)

it was not to

and be allowed on reasonable cause. Such a

clearly asks for A to call. This is a weak

argument.

A cab also argues that she will

accept X's counter-offer on the basis of

date (one week hence), which terminates the offer.

X also argues that one week is not long

enough to cause so often to occur within the

lack of time. No reason's period was the

see (ensue).

(ensue).
A cab once that since she said

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2 could also resist more that he did not accept S's offer because he was getting an
alternative offer A's. This means one
resistance argument. 2 could move the less argu that
he asked on A's offer (the "nice quote") on that it
would be unjust not to enforce him to comply with
the contract. \((\text{restant } 2) \downarrow \times \$90\)
A. But also argue that, since she did not drop X's property as an assurance that she has a right to remain at any time before maintenance (Dickson v. D., 1992). This is a weak argument.

2. It is also that X's offender, he was the one with the right to reside.
#1  
A wants there not to be a K & X wants there to be a K

A. Is there an offer? A manifestation of willingness to enter into the exchange conditional only upon acceptance.

Is the price inquiry from X an offer?
- X would say his price inquiry sent to A was the offer. It included details – lot size, what he wants them to look like & the conditions: "promise not to use for any other retailer.

A said this is not an offer because it is sent to 4 artists – X said surely not want to run the risk of having multiple acceptances (S.W. strong)

X said a reasonable person in A’s position would think this was an offer. LOT &

A said, no reason person would not think that lot import terms are left open – price & delivery & no one would think this was an offer w/ clarity on these pts (Vacancy Strong)
X would say that according to 2-204(1)
The terms can be filled in by the
ct. if there is intent to be bound +
an appropriate remedy (Community Design
a 2-305 2-308)

The ct. would probably not find this to be
an offer - it is a price inquiry + price
inquiries are usually seen as preliminary
negotiations & for informational purposes
only. So we won't go into acceptance here.

B. If the price inquiry was not an offer
was the price quote an offer?

X would say A's price quote was the offer
No any reasonable person in X's position
would think this was an offer. (D.T. Embry)

A would say this is not the offer b/c the
general rule is price quotes, ads, ebooks are
not offers. The gen. rule should be applied here
b/c the terms are indefinite - the
completion date is left open. (Vanney Strom)

X would say it is still an
offer b/c the completion date is c
relatively minor terms can be filled in by a reasonable time according to the industry. (Comm. Design Strangle 2204(3)). Besides this is not in dispute in any way.

X & D also say their prior dealing - the price inquiry also made this an offer. (S.W.)

This is a strong argument for the offer, despite the gen. rule, the ct. Wld. probably find this to be the offer - if the ct. thinks these terms are ok to leave open, if not the ct. may find it not to be an offer, if she thinks people shld. be resp. for filling in this terms in the first place.

If this is an offer is the P.O. from X the acceptance?

Acceptance

X Wld. say his P.O. was the acceptance be any reas. person in A's position Wld see this as an accept. to the price offer C.O.T. Embar

A Wld. say this is not an acceptance b/c it adds terms, "A. B. promise..." therefore it is a rejection of the P.O. (off + therefore it is a counteroffer b/c under
the mirror image rule. The accept must
mirror the offer. (Strong, p. 400)

Χ wld. say this is for the sale of goods
so the mirror image rule does not apply and (1) this is an expression
of acceptance so it operates as the accept and
even though they are add'! terms. (Strong)
Χ wld. also say since they are both merchants
under (2) the add'l terms are considered
part of the k.

Χ wld. say that the add'l terms were
expressly made conditional in accept to
the add'l terms. (Weak UCC 2-207(1))

Χ wld. say no they are not b/c I did not
explicitly state that they were conditional
on accept therefore they are part of the (κ,
κ, b/c under UCC 2-207(1) it must be explicitly stated.

A clhd. argue that since they are both merchants
there is not b/c the add'l terms materially
alter the k (UCC 2-207(2)(b)) (Weak)

Χ wld. say no they don't b/c the
is no surprise or hardship. Their prior
dealing, X's inquiry, stated the add'lt term
So A already was aware of it. (Strong)

The C. will probably find this to be the
acceptance, therefore a L.

MISUNDERSTANDING

√ A C. say it was a mutual mis. bl/ke
She did not understand this in the price
inquiry. (Weak) (Ronic, Raffus, Osnard)

X. will say it is a mis. bl/ke A is
responsible for reading the price
inquiry thoroughly

† just blke she didn't read it. (Weak)

is not X's fault. (She had a duty to read
Ronic - Strong)

A C. try to argue it's unconscionable for
her to follow through blke she val. went to
use this design for other stores to make $

† if she can't what's the point in doing it

for X- wouldn't be worth her effort if she
didn't duplicate it. (Weak blke she was already
aware)

X C. say - too bad you were already aware
in our past dealings therefore you shouldn't have made the offer. (Strong)

C. If the C. did not find the P. O. to be the offer, then was the P. O. the offer?

X Wld. say his P. O. was the offer but since a p. is a position wld. see this as an offer. (O. T. Embry) past dealings show its an offer. (S.W.) (Strong)

A close up wld have a hard time disputing this be all the terms are detailed & it does incorporate a revive their past communications. (S.W. Strong)

If this is offer, was there an acceptance?

(assuming X knew of her behavior)

X Wld. say A accepted by her behavior (2-204(1) Gregory) (Strong) ✓ driving to his shop + picking up clay pots + ordering the two.

A Cld. say, but then is a gen. rule that expr. accept must be communicated to offeror +

X did not see her drive to his shop therefore his accept. (Somewhat weak - but)

Strong if he really didn't or know
A old. also say that in X's P.O. he said, "To convey agreement, call this was an exclusive mode of acceptance (Strong, Beard, P.H.)

A old. say that he did not clearly say this was excl. mode & it must be clear stated (weak)

A old. say, "Yes you did - you said, 'please call me promptly at ...' & she never called him to accept. (Strong)

A old. also say a while week went by with no communications, therefore the offer was terminated b/c of lapse of time to accept.

X old. say that one week is not a long time & anyone in the industry knows that, that's not a long time. (Strong)

A old. argue in the alternative that the gen. will is silence is not an accept & b/c she didn't say anything, X old. not assume she accepted. (Weak)
(Assuming X knew of her behavior)
X cld. again argue that her behavior operated as an indication of acceptance. Any R.P. in X's position wld. think she had accepted his offer. (String C, T. Emil Steffes, Local 133)

A wld. have a hard time disputing this, assumin that X knew of her behavior.

The ct. wld. probably find a binding x to exist bev X & A especially once the ct. heard of the reason A did not want to be obligated to X.