

FINAL EXAMINATION  
SALES  
PROFESSOR G. FLINT

ESSAY  
PLEASE READ CAREFULLY

**ALL ANSWERS ARE TO BE WRITTEN ON THE BLUE BOOKS PROVIDED WITH THIS EXAM. BE SURE TO NUMBER EACH RESPONSE.**

There are two questions (time and percent indicated). The Time for completing the examination is two hours.

1. This examination is "open book". You may use your casebook, statutory supplement, and class notes. Use of calculators and cleansed laptops is permitted.
2. **Be sure to answer the specific question that is asked. No question asks for a general recitation about a topic from your notes.** Information supplied relating to general material from you notes or some unasked question will not increase your score and consumes your time needed to answer the asked questions.
3. If additional facts are necessary to resolve an issue, specify what additional facts you believe to be necessary and why they are significant. You may not make an assumption that changes or contradicts the stated facts.
4. Quality, not quantity, is desired. Think through and briefly outline your answer before you begin to write.
5. Write legibly. Be sure to formulate your answers in complete sentences and paragraphs with proper grammar. Failure to do so will result in an appropriately lower score.
6. Do not seek an interpretation of language in the question from anyone. If you sense ambiguity or typographical error, correct the shortcoming by shaping the question in a reasonable way and by recording your editorial correction in your answer.

**Under the Honor Code, when you turn in this examination, you affirm that you have neither given, received, nor obtained aid in connection with this examination, nor have you known of any one so doing. If you cannot make this affirmation, you shall note such fact on your examination and must immediately advise the Dean of the reason therefore.**

I. (50 %--1 hour)

In March of 1994 Davis Flint contracted with John Hartt to install a new roof for his business. John Hartt acquired the roofing material from Ananiah Carll Inc., a manufacturer of rubber roofing material. Ananiah Carll Inc. gave Davis Flint a written warranty that said the roofing material "will not prematurely deteriorate to the point of failure because of weathering for 20 years from the date of sale, if properly installed, maintained and used for the purposes intended." The warranty also said that if upon inspection by Ananiah Carll Inc., the roofing material shows premature deterioration that Ananiah Carll Inc.'s liability was limited at Ananiah Carll Inc.'s option to providing repair material for the original rubber roofing or credit toward purchase of another rubber roof.

After the installation, in June of 1994 the roof leaked after a rain. Davis Flint contacted Ananiah Carll, president of Ananiah Carll Inc. Ananiah Carll said the leak was a sign of improper installation and so Ananiah Carll got John Hartt to repair the leak. In 1999 the leaks became more numerous and widespread after each rain. Again John Hartt made the repairs. In October 2004, Davis Flint contacted Ananiah Carll about continual leaking. Ananiah Carll, John Hartt, and Davis Flint met to examine the roof, consider the volume of leaks, and the unsuccessful patching. In November 2004 Davis Flint hired Cornelius Waldo, a roofing expert, to examine the roof. He concluded weathering had caused premature deterioration of the roof, evidenced by carbonization and pinholes. Cornelius Waldo recommended replacement. Davis Flint filed a lawsuit against Ananiah Carll Inc. and replaced the roof with a new foam roof.

Ananiah Carll has entered your office at Holdem & Savem, P.C., seeking advice on how Davis Flint's lawsuit should be defended. What is your advice? Be sure to provide reasons and support such as relevant code sections, regulations, and case law.

II. (50%--1 hour)

Arunah Hubbell, an oil driller, ordered steel tubing for drilling wells from Moses Smith Inc. The tubing was to comply with American Petroleum Institute specification J-55. After delivery, Arunah Hubbell installed the tubing in his operations and drilled several wells. One hundred days later one well had a pump failure, requiring pulling up some of the tubing and pump. In this operation, some joints in the tubing were crimped. Arunah Hubbell then had the whole string of tubes pulled up and discovered 76 of 220 joints were crimped or bent. In 5 years of drilling, Arunah Hubbell had never seen any crimping of joints. A subsequent analysis by Joseph Baker revealed that the strength of the tubing purchased Moses Smith Inc. was considerably below that required by the American Petroleum Institute's specification.

Arunah Hubbell has entered your office at the Blue Blood Law Firm, P.C., seeking advice on what his remedies are under the Texas statutes. What is your advice? Be sure to provide reasons and support such as relevant code sections, regulations, and case law.