\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I

COL

 Bb

 $

 gravamen

Relevance of document

 timing -after k formed

 customary practice- terms later

 Modification

 he didn’t read it

 Integration clause

 Merchant

 Warr merch

 fitness

 disclaimer

 no promises re duration

 assumption of risk ?

 denial of ordinary negligence

 public policy

 fault

 2-719(3)

Misrep?

Breach

 2 hour promise – about 2 hr

 delayed departure

 engine not working well

 leaking mask/heel strap breakage

 acceptance after inspection

consequences of breach - foreseeability/mitigation

 cut foot

 loss of snorkeling time

 water purchase

 medical expenses

 cost of gear

contract for water – duress

 no food or drink allowed on board – proc uncs?

Emotional devastation

Never again snorkel

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

II

COL

Offer?

Unilateral K

Revocation of offer?

 On 10/5

 On 10/6

 On 10/7

Acceptance – when?

 Not sent to listed website

 Doesn’t read newspapers

 Didn’t see facebook retraction

Firm Offer

Consideration/Illegality

Reliance

SOF

Settlement K

 Honest dispute?

 Inadequacy of consid/nominal consid?

Breach?

Prominent place on body

Damages

 Pizza for life

 $75

 $500

 ribbing received

 forseeability

 spec. perf. (other unique circumstances?)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

III

Oral k?

 “dope” an acceptance?

 Experts in 10 days

 Plan a memorandum?

 I don’t think that is what they promised

 Acceptance by conduct

Plan as k

SOF – 1 year? From when?

Duty to disclose? –competitors?

Misrep – compensate for all damage

Mistake – about what? Caused by what?

Doesn’t want to void

Repair- 1% - trade usage

 Fails of its essential purpose

War

 PER

 Testimony – trade?

 Insurance k

 Interpret k as a whole

 Against Drafter

 LR’s employment of its own Russian hackers

Fines and customer injuries – consequential damages? Will compensate for all damages caused by successful braches?

 Lawyer’s advice

Is successful data breach a breach by LR?

Is delay in response a breach? Not quickly locking bank’s data doors

Settle and challenge settlement as product of duress?

 Get threat in writing – reas. assurance

 Consideration