Fall 2006 Exam

No breach by U:
   (1) Agreement to resign as head coach
   (2) Hall of Fame leadership
       indefiniteness
       employee-at-will
   (3) exercise of termination provision
       embarrassment – 5 games loss - causation
       “in opinion of University” illusory promise/g/f/
       hiring for character
       merger clause
       puffery
       good faith

Duress – improper threat
Undue Influence
   Consequence of finding duress/undue inf.

Misrepresentation

Breach by P
   Coach k
   Spoiling players
   Loss of 5 games

   Hall of fame k
   Done nothing
   No SoF

Damages

   Limitation of remedies/ liquidated damages provision
   $1 million each way
   merger clause and not following into NFL
   $2 million base pay

Consequence of arguing breach
   Benefits and perq
       Expectation interest
       gifts by individual alumni
       gifts by Cloud Crowd
       travel expenses
       $100,00 from local station

Mitigation
   Efforts
   Kind and quality

Breach of Hof F k
   100,00k/month from H of F restitution?
What is in k?
   “directly compete”
   “same line of business” – quik take-out sandwiches

   oral representations: “take business away”
   course of dealing
   restraint of trade

Breach?
   Same line of business – taco is a take-out sandwich?
   Lunchtime
   Few dollars
   Meat and vegetables surrounded by wrapping

   Survey – 5mile radius
   Why it is a good idea
   Interp
   Trade usage
   Economic impact
   What info would you collect

   Take business away - Sam’s customers are Mexican

L’s promise to convince S
   Reliance foreseeable?

Damages
   Specific Performance
III.

Merchant Firm offer?

Offer? (Price?)
Acceptance?

(expressly conditional?)

mailbox rule -
2-207(2)(a),(c)
delivery on 20th as acceptance –
2-207

If accepted, no right to cancel on 11/29 simply because of change in price - risk allocated by agreement
Good faith

What is in contract?
Price, etc. – course of dealing
Trade usage
Pay for shipment on returns, liability
Hardship or surprise
Course of dealing

On or before
Dickered term
Additional/different
Surprise/hardship
Knockout
Course of dealing
Waiver

Promise to be compatible with betamex?
Course of dealing
versus trade usage
Mistake
Misunderstanding
Change in market
If K calls for betamex widgets, then “cancellation” for 900?

B liable for “any damage”
Negligence of Seller’s driver

Acceptance of 100
Acceptance as process, time to inspect
Cure

Remedies
Expectation damages