



## **Contracts Final Exam**

(Law 402, §1003)

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This exam has 2 questions with a total time limit of 4 hours. Question 1 is worth 60% of the final score, and Question 2 is worth 40% of the final score. You should allocate your time accordingly. The total time limit includes 90 minutes of discretionary time to use for transportation, printing, unforeseen delays or whatever you'd like (but please, not to spew unorganized thoughts!).

This is a "take-home" exam, so you can take the exam wherever you want. For your convenience, I have reserved Room 204 for using laptops, Room 210 for handwriting exams, and the Miller computer lab for using the school's desktop computers. However, you can take the exam in the library, another open classroom or outside the law school.

You can return your exam answers one of two ways. First, you can turn in your printed answer or bluebooks to Room 109. Alternatively, you can submit an electronic copy of your answer to the Assignment Drop Box in TWEN. Please do not email your answer to me.

At 5:00 pm Central time (as measured by time.gov or Westlaw's internal system clock, respectively), I will close the door to Room 109 and TWEN's Assignment Drop Box will automatically close, and it will be impossible to submit your answers after that time.\* In either case, **IF I DO NOT HAVE YOUR ANSWER BEFORE THE DOOR OR THE ASSIGNMENT DROP BOX CLOSES, YOU WILL FAIL THE COURSE. THERE IS NO GRACE PERIOD. NO EXCUSES!**

This is an "open book" exam, so you may use any written material you want. However, during the exam, you may not communicate about the exam or your answers with anyone (orally, electronically or otherwise).

If you use a computer:

- Include page numbers and your exam number on every page of your answer, but do not otherwise include any information that would identify yourself in the answer.
- If you submit your answer electronically, I may refuse to accept it if I cannot easily open and print the file using Microsoft Word for Windows 2003. After I have printed your answer, I will promptly send you a confirming email that your answer has been

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\* If for some reason the drop-box does not close, the Westlaw-assigned submission timestamp shall be determinative.

successfully submitted. However, if you do not get that email, you remain responsible to successfully submit your answer before the deadline. You can reach me by phone at (414) 288-5232.

- NO TIME EXTENSIONS WILL BE GIVEN DUE TO COMPUTER, EQUIPMENT OR POWER FAILURES, BECAUSE I CANNOT OPEN OR PRINT YOUR FILE, OR BECAUSE OF DIFFICULTIES TRANSMITTING THE FILE VIA THE INTERNET (although I might make special adjustments for widespread power or email failures or problems with TWEN).
- At the beginning of each question's answer, give me a word count for that answer. I DO NOT INTEND TO GRADE AN ANSWER THAT EXCEEDS THE WORD LIMIT BY EVEN ONE WORD. OMITTING OR INACCURATELY REPORTING A WORD COUNT MAY LEAD TO SIGNIFICANT PENALTIES.
- If you submit multiple versions of your answer, I will randomly choose one version to grade unless you clearly and unambiguously tell me which version to grade. In either case, I will toss all other versions of your answer without reviewing or grading them.

If you are hand-writing your answer, please write legibly! Also, include your exam number on every bluebook and tell me how many bluebooks you are submitting. Hand-written exams are not word-capped and do not require a word count.

I have the following additional thoughts for you:


- If the relationship involves the sale of goods, apply the UCC as appropriate. Otherwise, apply common law principles (using the Restatements as appropriate).
- Unless the facts say/suggest otherwise, assume all parties are over the age of majority.
- You should spend adequate time reading the question and outlining a response.
- Read each question very carefully. Make sure you answer the questions actually asked. Do not answer questions that I did not ask.
- Some potential efficiency techniques:
  - Bullet points, short citation forms and unambiguous abbreviations are OK
  - Please quote statutes or cases only as necessary to make your point
  - If any additional information would be useful in your analysis, indicate what information would be helpful (and why it would help) and then state your assumptions in order to proceed with your analysis
- Discuss only contract law and those closely-related principles and doctrines we discussed in class. Otherwise, ignore any torts, crimes or other statutory violations that may apply to the facts. While generally your answers should be based on legal principles, feel free to address other perspectives and concerns as you think appropriate.
- If the facts specify that a contract is "validly formed," you should assume proper offer, acceptance and consideration, and you should not discuss those doctrines.
- The word count cap is a maximum, not a target.

GOOD LUCK AND HAPPY HOLIDAYS!

Question #1 (90 minutes; computer users capped at 1,800 words)

Joe runs a website called “buffywilldie.com,” which, on May 15, 2005, read as follows:

**PAY ME OR BUFFY BECOMES STEW**



I love Bunnies, don't you? In my case, I love them grilled, fried and braised...but more than anything, I love them in stew. Therefore, on July 1, 2005, I will make a YUMMY rabbit fricassee using Buffy, the cute bunny pictured above.

What? You don't want Buffy to end up as an entrée? OK, here's my offer. Donate to me today at [Joe provided a US mailing address]. If I get \$15,000 in donations before June 30, 2005, Buffy will live a long, happy life munching on parsley. Otherwise, Buffy will be garnished *with* parsley.

Rachel visited the website and was upset by it. Therefore, on June 1, 2005, she sent Joe a \$100 check and a letter saying “I'm sending this check so that you will honor your promise.” Joe received the letter and cashed the check on June 6, 2005.

On June 28, 2005, Joe replaced the text at buffywilldie.com with the following:

In response to my last announcement, I've only received \$3,000 in donations so far, and it doesn't look like I'll get \$15,000 by June 30. Therefore, I've decided to give Buffy a reprieve for now...but only you can decide how long she lives. I've published a rabbit-meat cookbook. **BUY MY COOKBOOK.** If I sell 1,000 copies of my cookbook by December 31, 2005, Buffy will enjoy her golden years. Otherwise, Buffy is **DEAD MEAT!**

A subsequent newspaper exposé revealed that Joe never intended to kill or eat Buffy. Instead, both messages were his attempt at an amusing publicity stunt to generate attention for his cookbook. However, he plans to keep the money he received.

You are Rachel's lawyer. Advise her about her rights and remedies against Joe based on the May 15, 2005 web page and her response. You should discuss Joe's expected retorts. Does your answer change if, on June 28, Joe actually had received over \$15,000?

END OF QUESTION 1

Question 2 (60 minutes; computer users capped at 1,200 words)

On December 1, Mark and Acme enter into a validly formed written contract consisting of the following substantive provisions:

1. Mark shall get a tattoo on his left shoulder displaying an advertising design provided by Acme.
2. Weather permitting, Mark shall wear tank tops in public so that the tattoo can be seen by others.
3. After Mark gets the tattoo, Acme shall pay Mark \$10,000.

On December 2, Mark got the tattoo as specified. On December 3, Acme paid Mark \$10,000. On December 7, Mark realized that he deeply regretted his decision.

Q2A: You are Mark's attorney. Mark wants to get the tattoo removed by laser surgery, but he does not want to return the money because he thinks he performed his obligations. Can Mark get what he wants? If the contract did not contain Paragraph #2, would your answer change?

Q2B: Instead, assume that you were Acme's attorney during the contract negotiations. Suggest some alternative ways that Acme might accomplish its goal (and explain the contract law principles informing those suggestions as appropriate).

Eric's Tip: Do not discuss promissory estoppel or unjust enrichment.

END OF QUESTION 2  
END OF EXAM