Contracts I

Fall 2004
Mark Sidel

Legal methods exercises

Case briefing assignment

This case briefing assignment is handed out on Tuesday, August 24 and is due to Amanda Bibb in BLB room 486 on Thursday, August 26 by 3:00 pm. Please put your name on this assignment. It will be returned to you.

Please brief either *Lucy v. Zehmer* (Burton casebook p. 12) or *Oswald v. Allen* (Casebook p. 22). Please use no more than one typed page for the brief and include sections dealing with the facts, issue(s), holding(s), reasoning and, if applicable, policy. I encourage each you to consult with colleagues in the class on the brief and the case holdings and synthesis assignment, including showing your brief and holdings/synthesis draft to others for suggestions. The writing must be your own.

Pp. 33-40 of the Shapo, Walter and Fajans volume, Writing and Analysis in the Law (attached) provides a useful approach to case briefing.

Contracts I

Fall 2004
Mark Sidel

Legal methods exercises

Case holdings and synthesis assignment

This case holdings and synthesis assignment is handed out on Tuesday, August 24 and must be returned to to Amanda Bibb in BLB room 486 by 3:00 pm on Tuesday, August 31. Please put your name on this assignment. It will be returned to you.
This assignment must be typed, double-spaced, with a minimum of one inch margins and a minimum font size of 12, and a page limit of two pages. Thus there is a premium on careful expression in the very few words you have available in two pages.

State the holdings of each of the following cases and write a brief synthesis of these cases:

Mesaros v. United States (Casebook page 26)
Lefkowitz v. Great Minneapolis (Casebook page 31)
Chia T. Chang v. First Colonial Savings Bank (attached as edited)

As noted for the case briefing assignment, I encourage each you to consult with colleagues in the class on the holdings and synthesis assignment, including showing your draft to others for suggestions. The writing must be your own.

Additional information:

Several excellent articles on writing case holdings and syntheses are available from the Writing Center, and you are encouraged to pick those up and read them. In addition to the materials at the Writing Center, a good source of information on how to find the holding of a case is contained in chapter 2 of Shapo, Walter and Fajans, Writing and Analysis in the Law (available on reserve).

Another useful source is Burton, An Introduction to Law and Legal Reasoning 37-39 (2d ed. 1995). He indicates that a holding is "a statement that captures in a sentence or two the probably significance of a single precedent as a base point for reasoning by analogy in future cases." Thus, a holding will refer to those facts "that are likely to become a point of important similarity or difference" between the case at hand and cases that might arise in the future. It will also state the legal consequences of those facts in the particular case.

Make your statements of holding clear, substantively precise and grammatically correct. A case may have more than one holding, but even complicated opinions usually lend themselves to a brief statement of what it was the court actually decided.

The materials you can obtain from the Writing Center as well as the relevant sections of the Shapo, Walter and Fajans volume provide useful guidance on how to write a synthesis.

As Professor Andersen puts it, "[a] synthesis must be something more than a stringing together of abridged briefs of several cases. Although you will find it useful to say something about each opinion, you must show how the cases fit together within the context of a doctrinal idea. A synthesis will compare the important similarities and differences – both factual and legal – of the cases at hand. It will show how the holding of each contributes to a broader legal concept [or concepts]. The synthesis should leave the reader with a clear understanding of the law represented by the cases in question," including how the cases are related to each other and relate to principles of law.

Good luck!

Contracts I

Fall 2004
Mark Sidel

First memorandum

To: Attorney (use #)
Fr: M.S., Vernon Law Offices
Re: Request for a Memorandum of Law

The firm's clients, Mr. Smith and his children (as described below), reported the following facts to me. They have asked us to give advice about their rights and obligations in the following situation:

> In response to a fund-raising program Hines University was undertaking, Ms. Jane Smith, a lawyer and a member of the Hines Board of Regents, pledged $800,000 and agreed to pay that amount within six months of the pledge by means of cash and bonds. Ms. Smith signed and delivered to the University a statement detailing her promise.
>
> A few days after the pledge was made, the President and Vice Presidents of the University met to discuss possible uses of the income generated by the $800,000 Ms. Smith had pledged. Ms. Johns was a strong supporter of programs to address domestic violence on campus and of the University's College of Law. After several hours of discussion, a decision was made to use half the money to establish an endowment to support programs to address domestic violence at the University and the other half to establish a second endowment to provide merit scholarships to students at the Hines University College of Law, the recipients of the scholarships to be named "Smith Scholars." On the following day Ms. Smith dies without having executed a will.
>
> Her husband of 48 years and two children, aged 41 and 43, survived her. The husband and the two children are our clients. Under the intestacy laws of the state in which she lived, one-third of the property she owned at death was to pass to her husband, with the other two-thirds being divided equally between her children. The administrators of Ms. Smith's estate have refused to honor the University's request that the $800,000 pledge to the University be honored.
>
> The University is exploring the possibility of filing a suit to require that the pledged funds be turned over to it.

I plan to meet with Mr. Smith and his children and would like to know the legal status of the parties so that I can advise the clients as they have requested. Please prepare a memorandum of law that will permit me to give informed advice to the client about the legal status of the parties. In particular, it would be useful to know whether Ms. Smith's

pledge is an enforceable contract on a theory of consideration or reliance, and/or enforceable under subsection (2) of section 90 of the Restatement (Second) of Contracts even without consideration or reliance. On the basis of your memo and my discussions with the client, I will decide what "action advice" to give. I am not seeking your assistance on the "action advice" issue, however: I want your advice on the legal status of the parties and the University's request for the $800,000.

In preparing the requested memorandum of law, assume that the jurisdiction has no case in point and that the only case authorities available are the following three cases, which you should read and analyze:

Congregation Kadimah Toras-Moshe v. DeLeo, 540 N.E.2d 691 (Mass. 1989).

Jewish Federation of Central New Jersey v. Barondess, 560 A.2d 1353 (N.J. Super. Ct. Law Div. 1989).

Arrowsmith v. Mercantile-Safe Deposit and Trust Co., 545 A.2d 674 (Md. 1987).

Please locate these cases in the law library. You will almost certainly want to copy them for your use in thinking through and writing the memo. Please keep in mind that the summary of the case just preceding the Headnotes and the Headnotes themselves are comments by editors and not part of the court's opinion. Do not cite or quote from the summary or the Headnotes, unless the case report indicates that the court itself prepared the Headnotes. Please do not focus on the portions of *Arrowsmith* that are not directly related to the issues raised above.

In addition to the three cases, you may cite or quote Restatement (Second) of Contracts § 90 (1981), with Comments as set forth following the three cases. No materials other than the three cases and the Restatement (Second) materials may be cited in the memo.

The fact that you have cases and a Restatement provision to cite should not be taken as eliminating the need for you to exercise your independent judgment and reason.

Citation form should follow the Bluebook, which is available at the law library or the bookstore. If you cite a case for anything but a general proposition of its holding or you quote from a case, the citation should include a reference to the page of the opinion on which the case as such starts, eg. 290 for *Mount Sinai*, and, in addition, the page from which the quote is taken or on which the cited point is made.

This memo must be double-spaced, no longer than four pages, with at least a one inch margin on each side and a font size of 12 or larger. This assignment is handed out on Tuesday, August 24 and must be turned in to Amanda Bibb in BLB room 486 by 3:00 pm on Friday, September 24. Points will be deducted for late memos.

Suggestions on the first memo

A few thoughts on the first memo assignment:

One useful way to think about structuring these kinds of memos (and some other forms of legal writing as well) is encapsulated by the acronym IRAC. IRAC stands for Issue, Rule, Application, and Conclusion. I've attached a two page brief description of IRAC by Joyce Klouda discussing this approach.

In general, the other advice I've been giving is to put yourself in the position of the senior lawyer and the client (as well as the more junior lawyer writing the memo) when you are thinking about this assignment, and to focus on what seem to be the key issues in the problem.

For example, you might consider what the client needs to know. He or she needs to know the legal issues he or she is faced with, the key rules that apply to those issues, how those rules might be applied to the facts of his or her particular situation, and some conclusion, or at least a sense, of how those rules, as applied to the client's facts, come out in the end. (By now you can spot IRAC in that last sentence!)

The senior lawyer needs much the same information. She or he needs to know what the legal issues are. You cannot assume that the senior lawyer will spot those from the facts presented, which a client may have presented in non-legal terminology, and without understanding which facts are more or less important from a legal perspective. The senior lawyer needs to know the key rules that govern those kinds of issues, rules that emerge from the very restricted universe of the three cases and Restatement provision you've been given. The senior lawyer needs to have some sense as to how those rules would be applied to the factors before you both. And the senior lawyer needs to have a sense for what the result might be – not necessarily expressed in a definitive or "hard" way, but some sense for how this might come out. (At this point I need not point out that this paragraph goes through IRAC once again.)

In most cases you will find it useful to begin the memo (before going into IRAC) with a brief review of the key facts presented. The problem here is digesting the facts to draw out the most important, not using too much space in a very limited four page memo. Merely repeating all the facts will likely take too much space, space that you do not have available.

I hope this helps as you work on the first memo. Feel free to ask me questions about any of this in office hours or after class next week.

This introduction to IRAC was published at lawschool.lexisnexis.com.
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Introduction to I R A C

by

Joyce Deatrick Klouda

What is I R A C?

IRAC is the acronym for Issue, Rule, Application, and Conclusion. One can use **IRAC** to organize a **legal** argument based on one or more cases. This argument structure is divided into the following parts:

ISSUE RULE APPLICATION CONCLUSION

ISSUE

I stands for issue which is the general area or topic of law you plan to discuss. This is usually set forth in a phrase or sentence.

For example: To prove the defendant is liable for committing battery, . . .

RULE

R stands for the rule or rules that you draw from a case or cases concerning a specific area or topic of law. The order in which one

presents rules is essential to a full understanding of a given area of law. Thus, keep in mind the following conventions when drafting the rule section of any analysis.

Generally, one should describe:

- the general or "standard situation" rule first,
- then the remaining rules in logical order from general to specific; or
- the elements first, followed by the defenses; or the claims, followed by the defenses; or
- the major requirements, then the minor or occasional requirements; or
- the general rule, then the exceptions to the rule.

Keep these common orders in mind whenever you discuss rules. They are useful tools when presenting essay examinations.

APPLICATION

A stands for application of precedent. In most analyses, you will need to illustrate a case first, using its facts, holding, and reasoning. Then, you will compare that case (or set of cases) to the fact pattern you wish to analyze.

CONCLUSION

Finally, C requires you to describe the conclusion or result of your analysis.

> For example: In conclusion, the plaintiff proved the necessary elements to show the defendant is liable for battery by establishing the defendant intended to harm. . .

Contracts and Sales I
Fall 2004
Second Memorandum Assignment
Professor Sidel

The State of Jones has used the current version of U.C.C. § 2-201 for many years (as shown on pages 2-4 of this problem). But during the transaction discussed below it is in the process of amending § 2-201 as recommended by the National Conference of Commissioners of Uniform State Laws and as shown on pages 5-8 of this problem. You will need to use both versions to analyze this problem for your client, the seller Smith.

Smith is a teacher who sells educational materials from his home. He puts up for sale fifteen specially-designed maps of Iowa that he has produced for classroom use, advertising them for a total cost of $6,000. Barbara, who sells teaching materials to parents who homeschool their children, offers to buy eight for $2,800 but they eventually orally agree that Barbara will buy all fifteen for $5,000. At Barbara's specific request, Smith agrees to personalize the maps with the words "Homeschool Special."

Smith asks Barbara for a confirmation. Barbara delays for several weeks – it's the beginning of the school term – then mistakenly writes on Smith's brochure that offers the maps for $400 each the following: "10 – agreed. B." She then sends that to Smith, who receives it. After Smith receives the confirmation, he begins making the maps for Barbara. It's the beginning of the school term, so he needs to finish them out of his regular schedule, though the basic maps are already made.

Barbara then finds similar maps for sale elsewhere, and refuses to complete the transaction. Smith is upset, contacts Barbara, and Barbara sends back an email that says "Well, I agreed but it's not enforceable and I'm pulling out of the deal." Smith comes to your firm and asks whether he has an enforceable agreement with Barbara.

A senior lawyer asks you to look at the statute of frauds provision of the traditional version of UCC § 2-201 and the new version of § 2-201, because it is currently unclear which version of § 2-201 would govern this transaction. She asks you to draft a memo for review before discussion with the client that deals fully with all important aspects of the old and new § 2-201, making clear which provisions apply to this transaction and what the likely result is under each version of the section.

Please prepare the memo requested, taking no more than four pages, with all text double-spaced. You may use only the UCC sections and official comments reprinted below. If you need more information from other sections of the UCC, indicate what you would need to know and explain any reasonable assumptions you are making.

Please give the memo to Amanda Bibb in room 486 by 3:00 pm on Friday, October 15. Like the first memo, do not put your name on this memo.

State of Jones
UCC § 2-201 in effect as August 2004

ARTICLE 2. SALES
PART 2. FORM, FORMATION AND READJUSTMENT OF CONTRACT

U.C.C. § 2-201

§ 2-201. Formal Requirements; Statute of Frauds.

(1) Except as otherwise provided in this section a contract for the sale of goods for the price of $500 or more is not enforceable by way of action or defense unless there is some writing sufficient to indicate that a contract for sale has been made between the parties and signed by the party against whom enforcement is sought or by his authorized agent or broker. A writing is not insufficient because it omits or incorrectly states a term agreed upon but the contract is not enforceable under this paragraph beyond the quantity of goods shown in such writing.

(2) Between merchants if within a reasonable time a writing in confirmation of the contract and sufficient against the sender is received and the party receiving it has reason to know its contents, it satisfies the requirements of subsection (1) against such party unless written notice of objection to its contents is given within 10 days after it is received.

(3) A contract which does not satisfy the requirements of subsection (1) but which is valid in other respects is enforceable

(a) if the goods are to be specially manufactured for the buyer and are not suitable for sale to others in the ordinary course of the seller's business and the seller, before notice of repudiation is received and under circumstances which reasonably indicate that the goods are for the buyer, has made either a substantial beginning of their manufacture or commitments for their procurement; or

(b) if the party against whom enforcement is sought admits in his pleading, testimony or otherwise in court that a contract for sale was made, but the contract is not enforceable under this provision beyond the quantity of goods admitted; or

(c) with respect to goods for which payment has been made and accepted or which have been received and accepted (Sec. 2-606).

NOTES:

Official Comment

Prior Uniform Statutory Provision: Section 4, Uniform Sales Act (which was based on Section 17 of the Statute of 29 Charles II).

Changes: Completely rephrased; restricted to sale of goods. See also Sections 1-206, 8-319 and 9-203.

Purposes of Changes: The changed phraseology of this section is intended to make it clear that:

1. The required writing need not contain all the material terms of the contract and such material terms as

are stated need not be precisely stated. All that is required is that the writing afford a basis for believing that the offered oral evidence rests on a real transaction. It may be written in lead pencil on a scratch pad. It need not indicate which party is the buyer and which the seller. The only term which must appear is the quantity term which need not be accurately stated but recovery is limited to the amount stated. The price, time and place of payment or delivery, the general quality of the goods, or any particular warranties may all be omitted.

Special emphasis must be placed on the permissibility of omitting the price term in view of the insistence of some courts on the express inclusion of this term even where the parties have contracted on the basis of a published price list. In many valid contracts for sale the parties do not mention the price in express terms, the buyer being bound to pay and the seller to accept a reasonable price which the trier of the fact may well be trusted to determine. Again, frequently the price is not mentioned since the parties have based their agreement on a price list or catalogue known to both of them and this list serves as an efficient safeguard against perjury. Finally, "market" prices and valuations that are current in the vicinity constitute a similar check. Thus if the price is not stated in the memorandum it can normally be supplied without danger of fraud. Of course if the "price" consists of goods rather than money the quantity of goods must be stated.

Only three definite and invariable requirements as to the memorandum are made by this subsection. First, it must evidence a contract for the sale of goods; second, it must be "signed", a word which includes any authentication which identifies the party to be charged; and third, it must specify a quantity.

2. "Partial performance" as a substitute for the required memorandum can validate the contract only for the goods which have been accepted or for which payment has been made and accepted.

Receipt and acceptance either of goods or of the price constitutes an unambiguous overt admission by both parties that a contract actually exists. If the court can make a just apportionment, therefore, the agreed price of any goods actually delivered can be recovered without a writing or, if the price has been paid, the seller can be forced to deliver an apportionable part of the goods. The overt actions of the parties make admissible evidence of the other terms of the contract necessary to a just apportionment. This is true even though the actions of the parties are not in themselves inconsistent with a different transaction such as a consignment for resale or a mere loan of money.

Part performance by the buyer requires the delivery of something by him that is accepted by the seller as such performance. Thus, part payment may be made by money or check, accepted by the seller. If the agreed price consists of goods or services, then they must also have been delivered and accepted.

3. Between merchants, failure to answer a written confirmation of a contract within ten days of receipt is tantamount to a writing under subsection (2) and is sufficient against both parties under subsection (1). The only effect, however, is to take away from the party who fails to answer the defense of the Statute of Frauds; the burden of persuading the trier of fact that a contract was in fact made orally prior to the written confirmation is unaffected. Compare the effect of a failure to reply under Section 2-207.

4. Failure to satisfy the requirements of this section does not render the contract void for all purposes, but merely prevents it from being judicially enforced in favor of a party to the contract. For example, a buyer who takes possession of goods as provided in an oral contract which the seller has not meanwhile repudiated, is not a trespasser. Nor would the Statute of Frauds provisions of this section be a defense to a third person who wrongfully induces a party to refuse to perform an oral contract, even though the injured party cannot maintain an action for damages against the party so refusing to perform.

5. The requirement of "signing" is discussed in the comment to Section 1-201.

6. It is not necessary that the writing be delivered to anybody. It need not be signed or authenticated by both parties but it is, of course, not sufficient against one who has not signed it. Prior to a dispute no one can determine which party's signing of the memorandum may be necessary but from the time of contracting each party should be aware that to him it is signing by the other which is important.

7. If the making of a contract is admitted in court, either in a written pleading, by stipulation or by oral statement before the court, no additional writing is necessary for protection against fraud. Under this section it is no longer possible to admit the contract in court and still treat the Statute as a defense. However, the contract is not thus conclusively established. The admission so made by a party is itself evidential against him of the truth of the facts so admitted and of nothing more; as against the other party, it is not evidential at all.

State of Jones
Proposed amendments (and comments) UCC § 2-201

PART 2

FORM, FORMATION, TERMS AND READJUSTMENT OF CONTRACT; ELECTRONIC CONTRACTING

SECTION 2-201. FORMAL REQUIREMENTS; STATUTE OF FRAUDS.

(1) ~~Except as otherwise provided in this section a~~ A contract for the sale of goods for the price of ~~$500~~ $5,000 or more is not enforceable by way of action or defense unless there is some ~~writing~~ record sufficient to indicate that a contract for sale has been made between the parties and signed by the party against ~~whom~~ which enforcement is sought or by ~~his~~ the party's authorized agent or broker. A ~~writing~~ record is not insufficient because it omits or incorrectly states a term agreed upon but the contract is not enforceable under this subsection beyond the quantity of goods shown in ~~such~~ the ~~writing~~ record.

(2) Between merchants if within a reasonable time a ~~writing~~ record in confirmation of the contract and sufficient against the sender is received and the party receiving it has reason to know its contents, it satisfies the requirements of subsection (1) against ~~such party~~ the recipient unless ~~written~~ notice of objection to its contents is given in a record within 10 days after it is received.

(3) A contract which does not satisfy the requirements of subsection (1) but which is valid in other respects is enforceable

(a) if the goods are to be specially manufactured for the buyer and are not suitable for sale to others in the ordinary course of the seller's business and the seller, before notice of repudiation is received and under circumstances which reasonably indicate that the goods are for the buyer, has made either a substantial beginning of their manufacture or commitments for their procurement; or

(b) if the party against ~~whom~~ which enforcement is sought admits in ~~his~~ the party's pleading, or in the party's testimony or otherwise ~~in court~~ under oath that a contract for sale was made, but the contract is not enforceable under this ~~provision~~ paragraph beyond the quantity of goods admitted; or

(c) with respect to goods for which payment has been made and accepted or which have been received and accepted (Sec. 2-606).

(4) A contract that is enforceable under this section is not rendered unenforceable merely because it is not capable of being performed within one year or any other applicable period after its making.

Proposed Comment

1. The record required by subsection (1) need not contain all the material terms of the contract and the material terms that are stated need not be precise or accurate. All that is required is that the record afford a basis for believing that the offered oral evidence rests on a real transaction. The record may be written in lead pencil on a scratch pad or entered into a laptop computer. It need not indicate which party is the buyer and which party is the seller. The only term which must appear is the quantity term, which need not be accurately stated but recovery is limited to the amount stated. A term indicating that the quantity is based on the output of the seller or the requirements of the buyer is a quantity term for purposes of this section. The price, time and place of payment or delivery, the general quality of the goods, or any particular warranties may all be omitted.

Special emphasis must be placed on the permissibility of omitting the price term. In many valid contracts for sale the parties do not mention the price in express terms. The buyer is bound to pay and the seller to accept a reasonable price, which the trier of the fact will determine. Frequently the price is not mentioned since the parties have based their agreement on a price list or catalogue known to both of them, and the list or catalogue serves as an efficient safeguard against perjury. Finally, "market" prices and valuations that

are current in the vicinity constitute a similar check. Of course, if the "price" consists of goods rather than money, the quantity of goods must be stated.

There are only three definite and invariable requirements as to the memorandum made by subsection (1). First, the memorandum must evidence a contract for the sale of goods; second, the memorandum must be signed; and third, the memorandum must have a quantity term.

2. The phrase "Except as otherwise provided in this section" has been deleted from subsection (1). This means that the statement in subsection (3) of three statutory exceptions to subsection (1) does not preclude the possibility that a promisor will be estopped to raise the statute-of-frauds defense in appropriate cases.

3. "Partial performance" as a substitute for the required record can validate the contract only for the goods which have been accepted or for which payment has been made and accepted.

Receipt and acceptance either of goods or of the price constitutes an unambiguous overt admission by both parties that a contract actually exists. If the court can make a just apportionment, therefore, the agreed price of any goods actually delivered can be recovered without a writing or, if the price has been paid, the seller can be forced to deliver an apportionable part of the goods. The overt actions of the parties make admissible evidence of the other terms of the contract necessary to a just apportionment. This is true even though the actions of the parties are not in themselves inconsistent with a different transaction such as a consignment for resale or a mere loan of money.

Part performance by the buyer requires that the buyer deliver something that is accepted by the seller as the performance. Thus, part payment may be made by money or check, accepted by the seller. If the agreed price consists of goods or services, then they must also have been delivered and accepted. When the seller accepts partial payment for a single item the statute is satisfied entirely.

4. Between merchants, failure to answer a confirmation of a contract in a record that satisfies the requirements of subsection (1) against the sender within ten days of receipt renders the record sufficient against the recipient. The only effect, however, is to take away from the party that fails to answer the defense of the Statute of Frauds; the burden of persuading the trier of fact that a contract was in fact made orally prior to the record confirmation is unaffected.

A merchant includes a person "that by occupation purports to have knowledge or skill peculiar to the *practices* or goods involved in the transaction." Section 2-104(1)(emphasis supplied). Thus, a professional or a farmer should be considered a merchant because the practice of objecting to an improper confirmation ought to be familiar to any person in business.

5. Failure to satisfy the requirements of this section does not render the contract void for all purposes, but merely prevents it from being judicially enforced in favor of a party to the contract. For example, a buyer that takes possession of goods as provided in an oral contract which the seller has not meanwhile repudiated is not a trespasser. Nor would the statute-of-frauds provisions of this section be a defense to a third person that wrongfully induces a party to refuse to perform an oral contract, even though the injured party cannot maintain an action for damages against the party so refusing to perform.

6. It is not necessary that the record be delivered to anybody, nor is this section intended to displace decisions that have given effect to lost records. It need not be signed by both parties, but except as stated in subsection (2) it is not sufficient against a party that has not signed it. Prior to a dispute, no one can determine which party's signature may be necessary, but from the time of contracting each party should be aware that it is the signature of the other which is important.

7. If the making of a contract is admitted in court, either in a written pleading, by stipulation or by oral statement before the court, or is admitted under oath but not in court, as by testimony in a deposition or an affidavit filed with a motion, no additional record is necessary. Subsection (3)(b) makes it impossible to admit the contract in these contexts and still use the Statute of Frauds as a defense. However, the contract is

not thus conclusively established. The admission is evidential against the maker of the truth of the facts admitted and of nothing more; as against the other party, it is not evidential at all.

8. Subsection (4), which is new, repeals the "one year" provision of the Statute of Frauds for contracts for the sale of goods. The phrase "any other applicable period" recognizes that some state statutes apply to periods longer than one year. The confused and contradictory interpretations under the so-called "one year" clause are illustrated in *C.R. Klewin, Inc. v. Flagship Properties, Inc.*, 600 A.2d 772 (Conn. 1991) (Peters, J.).

Contracts and Sales I

Section 3
Fall 2004
Mark Sidel

Third writing assignment

Client letter

Please write a letter to our client in either the first memo problem or the second memo problem, explaining the results of your legal research. You may address that letter to the client at 1500 Melrose Avenue, Iowa City, Iowa 52242 (but give it to Amanda Bibb, see below). The client letter may be no more than four pages long, double-spaced, 12 point font with one inch margins on all sides.

If you choose the first memo problem, please write to the client about the likelihood of enforcement of the pledge on the three grounds previously discussed: consideration; reliance; and Restatement (Second) of Contracts § 90(2).

If you choose the second memo problem, please write to the client about the likelihood of enforcement of the transaction on the grounds of a writing (U.C.C. § 2-201(1)); confirmation (U.C.C. § 2-201(2)); and one possible exception to the requirement of a sufficient writing, the exception for specially manufactured goods (U.C.C. § 2-201(3)(a)).

The attached material on writing a client letter may be useful.

The client letter is due to Ms. Bibb in room 486 at 3:00 pm on Friday, November 19.

Good luck and best wishes.