

Monterey College of Law

HYBRID

CONTRACTS II – SEC. 1

Final Examination

SPRING 2025

Professor P. Stirling

General Instructions:

Answer Three (3) Essay Questions.

Total Time Allotted: Three (3) Hours

Recommended Allocation of Time: Equal Time per Question

**MCL – Hybrid JD
Contracts II,
Spring 2025
Final Exam**

Question 1

Albert owns a restaurant in California that specializes in fish. He needs a new industrial refrigerator and freezer, as his current equipment is slowly failing. He goes to the Restaurant Supply Company (RSC) and orders a new one with the same measurements and capacity as the current one. The new one is to be delivered by June 1 as he is expecting a large shipment on June 2 of frozen scallops. A and RSC agree on the price of \$10,000 and delivery time and A pays in full after both sign the contract. On the morning of June 1, RSC informs A that the item will be one week late due to missing parts, but offers a mini-fridge in the meantime. A refuses as he is expecting 900 lbs of fish and the mini-fridge will be useless. That same day, A's current refrigerator fails. The fish is delivered on June 2 and thaws and rots. A immediately brings an action against RSC. What are A's arguments, and RSC's defenses?

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Question 2

ABC, Inc., (“ABC”) signs a contract with the town of Juneau, Alaska, to provide repair parts and installation services to the town’s hydroelectric power plant. The contract is going to start on November 30 and all parts and repair engineers will be flown to the town (there being no road access to Juneau). The cost of the parts will be \$10 million, and \$9 million for the services. On October 29, a volcano in Siberia erupts and there are dense clouds of smoke and ash that drift eastward. All flights in the northern hemisphere are cancelled until further notice. ABC notifies the town that it cannot perform on time because of the lack of flights. The town sues for breach claiming there are other ways to bring the equipment and staff to Juneau. Meanwhile, the town finds a local company who can do most, but not all of the work. In addition, ABC expended a large amount to load all the equipment on the planes and fly staff to the loading airport. How might the case turn out?

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Question 3

Mike hires Ned's Construction ("NC") to build a retaining wall before the upcoming November rainstorms. Mike's house is on a hill that is starting to slide towards the house. Mike and NC agree that the work will begin September 15. The contract is signed by both parties and designates \$5,000 for services and \$6,000 for equipment and materials (very expensive bricks). In August, Mike hears a rumor from his sister that NC is not doing well financially and has not been paying its supply bills on time. Mike sent NC an email reconfirming the contract and timing but received no reply. Mike becomes nervous having heard nothing from NC in reasonable time. He sends NC a notice of cancellation of the contract on September 14, having hired another company. What is NC's position?

ANSWER OUTLINE

Contracts II, Spring 2025

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Prof. P. Stirling

ANSWER 1 (OUTLINE)

20% Organization (Similar headings – boldfaced below)

20% Issue (Spot all issues)

20% Rules (Name all rules – underlined below)

20% Analysis (Apply law to facts – all non-underlined, non-italicized font below)

20% Conclusions (Provide correct conclusions – as *italicized* below)

Introduction

Nature of the transaction: Sale of goods, mitigation, specific performance alternatives, damages

Is there a valid contract?

- A valid contract requires an offer, acceptance, consideration.
- Albert offers to buy and RSC offers to sell. Albert provides a payment which would be consideration, pending the final delivery.
- *Accordingly, Albert and RSC have a valid contract.*

Does the UCC article 2 apply to this contract?

- UCC article two applies to contracts for sales of goods.
- Further, UCC' statute of frauds provision requires sales for more than \$500 to be in writing.
- Albert and RSC signed the contract for the purchase of a refrigerator for more than \$500.
- *Accordingly, UCC article 2 would apply. Further, the statute of frauds provision would be satisfied.*

Can RSC claim that Albert breached the contract by failing to accept a the mini fridge temporarily until the new one arrives?

- UCC 2-708 provides a damages to a seller for the buyer's non-acceptance of the goods.
- Under this section, the measure of damages is the difference between market price at the time of tender and the unpaid contract price, but less expenses saved by the buyer's breach.

- Here, the seller breached the contract by failing to deliver on time and not offering a comparable item.
- *Accordingly, RSC would not be able to argue for damages as the item offered as a temporary substitute was not what was in the contract.*

What can Albert claim?

- Failure to perform as contracted is a breach of contract.
- Under UCC 2-711, when a seller fails to deliver the agreed upon goods, the buyer may revoke acceptance and cancel the contract.
- Under the same section, the buyer may recover damages for non-delivery, or obtain specific performance.
- In this case, the fridge was not delivered on time, nor was it what Albert contracted to buy, so upon delivery he may revoke acceptance and rescind the contract.
- He may also recover damages in the amount he paid (\$10,000) for breach of contract.
- He may also claim incidental damage for the lost fish.
- *Accordingly, Albert may rescind the contract and recover the amount he paid to RSC, and the cost of the lost fish.*

ANSWER 2 (OUTLINE)

20% Organization (Similar headings – boldfaced below)

20% Issue (Spot all issues)

20% Rules (Name all rules – underlined below)

20% Analysis (Apply law to facts – all non-underlined, non-italicized font below)

20% Conclusions (Provide correct conclusions – as *italicized* below)

Introduction

Nature of the contract, impossibility, impracticability, force majeure, restitution.

Was there a valid contract?

- A contract requires offer and acceptance.
- Further, if the contract involves the sale of goods, it must be in writing if the price exceeds \$500 under UCC 2-201.
- In this case, the facts indicate that they signed a contract. While the facts do not indicate the price, we can assume that such it would exceed \$500, and the writing ensures the contract is in compliance with the statute.

- Accordingly, there is a valid contract between the parties.

Does the UCC article 2 apply to this contract?

- UCC article two applies to contracts for sales of goods.
- If the contract includes additional items such as services, courts look to the predominant factor.
- In this case, the facts indicates the cost of the parts exceeds the services.
- Accordingly, as the predominant factor would be a sale, the UCC would apply.

Did ABC’s termination comply with the doctrine of impracticability?

- Under UCC 2-615, impracticability may be argued as a basis for termination if:
- 1) a “contingency” has occurred; • (2) the nonoccurrence of the contingency was a basic assumption upon which the contract was made; and • (3) the contingency made performance “impracticable.”
- In this case, the volcano was a contingency and unexpected. Not only did it make the contract performance impracticable, it was also legally impossible under the planned delivery by air.
- Accordingly, ABC was justified in terminating the contract.
- However, under *Bonanza Fuel Inc., v. Delta Western*, the court considered alternative forms of transportation. As such, the court in this scenario may query why the equipment was not transported by sea (the alternative method of reaching Juneau).

What damages might the town claim?

- The UCC provides that a customer may receive damages for non-performance due to termination of a contract.
- Under UCC 2-711, a buyer may cover upon seller’s repudiation, whether or not seller cancels the contract.
- Damages under UCC 2-712(2) = the difference between the cost of cover and the contract price, and the covering party must act in good faith.
- Accordingly, the town, having hired another party to work on the project, may recover the contract price, less the cover. The facts do not provide the amount, so it is not possible to calculate for this answer.

What damages or alternatives, may ABC claim, if any?

- While the UCC does not specifically address restitution, sec. 374 of the restatement does allow restitution to the party in default if there were costs in reliance on the occurrence of the contract.
- In this case, ABC incurred costs for loading the equipment.
- Therefore, ABC may argue any damages paid to the town should be reduced by the costs incurred by ABC.

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- **ANSWER 3 (OUTLINE)**
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20% Organization (Similar headings – boldfaced below)

20% Issue (Spot all issues)

20% Rules (Name all rules – underlined below)

20% Analysis (Apply law to facts – all non-underlined, non-italicized font below)

20% Conclusions (Provide correct conclusions – as *italicized* below)

Introduction

Nature of the contract: services and sales, right to assurance, anticipatory repudiation.

Was there a valid contract?

- Under the UCC, a contract requires offer and acceptance and writing if over \$500.
- In this case, the facts indicate that they signed a contract. Further, the facts indicate that the predominant factor is materials, so UCC would govern.
- *Accordingly, there is a valid contract between the parties covered by UCC.*

May Mike demand assurances from NC?

- UCC 2-609 provides that if there are reasonable grounds for insecurity that a party may not perform, the other party may request for assurances in writing.
- In this case Mike received credible information that NC was not paying its bills and appeared to be in financial distress.
- Mike was therefore entitled to ask for assurances, which he did in writing to determine if NC was still prepared to perform the contract.
- *Accordingly, Mike was justified in expecting assurances from NC*

Was Mike justified in anticipatorily repudiating the contract?

- UCC 2-609 provides that if assurances are not given in a reasonable time, there is a repudiation of the contract.
- As Mike received nothing from NC, he was justified in repudiating the contract.
- UCC 2-610, a party who receives no assurances in reasonable time, may resort to a remedy for breach.
- Under UCC 2-711, the buyer may cover and hire a replacement provider and materials.
- Under UCC 2-712, the buyer may recover the difference the cost of cover and the contract price less incidental damages
- Mike may hire another contractor as cover and recover damages to the extent provided by the statute.
- *Accordingly, Mike may cover the loss and request damages.*

1)

Albert v. Restaurant Supply Company (RSC)

The issue is whether Albert will prevail in a suit against RSC, for failure to deliver an agreed refrigerator at the agreed date and time.

Contract

A valid contract involves mutual assent between parties and includes offer, acceptance, and consideration. Here, Albert went to RSC and ordered a new refrigerator, as his is slowly failing. RSC offers to sell it for \$10,000, and for the new refrigerator to be delivered on June 1, as Albert is expecting a large shipment on June 2 of frozen scallops. Albert and RSC both accept and agree, fulfilling the mutual assent between both parties. It is a known fact that both signed the contract. Therefore, there is a valid contract.

The UCC governs the sales of goods, which are moveable and tangible items, and at least one party involved must be the merchant.

Common law governs other contracts, such as service and real estate contracts. Here, RSC is considered to be a merchant. The new refrigerator is a moveable item, and this whole process is a sale of a good. Thus, we can agree that this would fall under the UCC.

Statute of Frauds

Statute of frauds requires certain types of contracts to be in writing and signed. Some of those include, sale of goods worth more than \$500 (under the UCC, which this would fall under since this is a sale of a good). Since this sale is \$10,000, which is more than \$500, and it was in writing and signed contract, this would satisfy that requirement.

Breach of Contract

When one party fails to perform any of its legal obligations under a valid contract, without a lawful excuse. Here, Albert is bringing an action against RSC for the failure of delivering the new refrigerator at the agreed date and time. Thus, for breach of the agreed contract.

Types of breach

Anticipatory breach is when one party clearly indicates in advance that they will not fulfill their obligations under the contract. RSC did give notice to Albert that the new refrigerator would be one week late due to missing parts. However, he let him know the morning of June 1, the date Albert was expecting the new refrigerator. Resultantly, Albert can argue **anticipatory breach against RSC**.

Commented [ps1]: Is it anticipatory when it is the date of performance?

Additionally, actual breach is when the party fails to perform by the due date or performs improperly. Here, RSC definitely failed to perform by the due date because he failed to deliver the new refrigerator to Albert by the agreed date of June 1. He informed him that it would be one week late due to missing parts. Therefore, Albert can argue actual breach against RSC, for failing to perform as agreed.

Perfect Tender

Under the UCC, a single delivery for a sale of a good must conform exactly to the terms of the contract. Even a minor defect allows the buyer to reject, accept, or accept part and reject part. However, there are some exceptions to the perfect tender rule.

- 1) **Cure:** if the time the performance hasn't expired, the seller can fix the defect and redeliver conforming goods. Here, Albert did not fix the defect before the expiration date. Rather, he tried to **cure the defect** the day he was supposed to deliver the new refrigerator. It is unknown exactly which date Albert went into RSC to order the new refrigerator, but did RSC know that the item would be one week late prior to the expiration/delivery date? Why did he wait until the morning of the delivery to inform Albert? This is one argument that Albert can include.
- 2) **Installment contracts:** a buyer may only reject a particular installment if the nonconformity substantially impairs its value. Here, Albert refused to accept the mini-fridge in the meantime the one he ordered is delivered, since he is expecting a 900 lbs fish delivery on June 2, and the mini-fridge would be useless. Thus, he was right to reject the mini-fridge; the value of the mini-fridge (as in size and capacity) was not the same as the one he had ordered.
- 3) **Good faith and reasonableness:** courts may limit strict application to avoid unjust outcomes.

Commented [ps2]: Or offer cover or a replacement?

Commented [ps3]: Is this an installment contract if there is only one delivery?

Commented [ps4]: Needs clarification

Cover

When the seller is in breach by submitting non-conforming goods, and they have no intention of curing the problem by tendering conforming goods, the buyer has the option to cover. Cover allows the buyer to:

- 1) Purchase substitute goods elsewhere in good faith and without unreasonable delay.
- 2) Recover the difference in cost between the contract price and the price paid for the substitute goods, plus any incidental or consequential damages.

Here, cover would not be considered an option because RSC did offer Albert a mini-fridge in the meantime. Though it was of no good use to Albert, RSC did give him a temporary solution. Though Albert could go out and seek with another company the purchase of a new fridge, RSC did have intention of curing the problem temporarily (although not on time prior to the expiration date, but they did try).

Commented [ps5]: Albert can still cover if the good offered are not in conformance.

Damages

As a result of RSC failing to deliver the agreed new refrigerator by the agreed date and time, Albert could recover some damages, if successful in his action against RSC.

- 1) **Expectation Damages:** to place the non-breaching party into the position they would have been if they had enjoyed the benefit of the bargain. This would include actually delivering the new refrigerator on time. Though we know that did not occur, Albert can recover expectation damages, that equivate to RSC actually delivering the new refrigerator when agreed.
- 2) **Reliance Damages:** reimburse the injured party for costs incurred in reliance of the contract. Here, Albert relied on the contract since his current equipment was slowly failing. Because RSC did not deliver the new refrigerator on time, Albert's 900 lbs of fish thawed and rotted. It is unknown exactly how much money he lost as a result of that, but we can agree and only imagine it being a lot of money. A reasonable person would know that 900 lbs is a lot, and fish is expensive in general. Thus, Albert can recover reliance damages from RSC because it resulted in economic losses, with the fish going bad.
- 3) **Restitution Damages:** prevent the breaching party from unjustly enriched. It focuses on what the breaching party gained, not what the injured party lost. Here, another option for Albert would be

recovering restitution damages, meaning getting the \$10,000 he paid for the new refrigerator, reimbursed. If I were in Albert's position, I would weigh the costs of losses in reliance damages and restitution damages, and distinguish which is more, and he can claim either or.

4) Special Damages: loss of profits to business due to failure of delivery or performance of the breaching party. Albert is known to be in the restaurant business that specializes in fish. Assuming he was going to be using the fish for his restaurant, because the fish went bad due to not being able to properly refrigerate it, resulted in loss of profits to his restaurant business. Thus, Albert can recover special damages.

5) Incidental Damages: reasonable costs and expenses that a non-breaching party incurs as a direct result of the other party's breach. If Albert incurred reasonable costs and expenses, like having to pay for throwing away the bad fish, transporting it to the proper disposal, or having to store it while it was removed from his restaurant, Albert can recover incidental damages because he was unable to refrigerate it properly as a result of RSC's failure to deliver the new refrigerator on time.

Defenses

Impossibility: when an unforeseeable event makes the performance truly impossible through no fault of their own. This would not be a valid defense because it was not completely impossible for RSC to deliver the new refrigerator to Albert. It was difficult, but not impossible. It is not a matter of something extreme like death or illness. It is a matter of not having the missing parts prepared in time.

Impracticability: when an unforeseeable difficult performance is extremely and unreasonably difficult. This would be a valid defense because it was extremely difficult for RSC to deliver the refrigerator on time. The refrigerator would arrive one week late due to missing parts, which is of difficult control to RSC. Another thing RSC may add is that Albert's current refrigerator was working and could still have been using that. RSC had no knowledge of knowing that Albert's current refrigerator would fail the day they were supposed to deliver the new one.

Frustration of Purpose: a change in circumstances due to the supervening event in which the primary purpose of entering into the contract and which both parties knew was the primary purpose is excused and frustration is total. This would not be a valid excuse because both parties did not know that the delay in delivery would happen.

Commented [ps6]: Would RSC also need to argue it was not within their control?

Conclusion

After evaluating all of the facts, damages and defenses both parties may have for one another, I would agree that Albert is likely to prevail in his action against RSC. Though RSC tried to give Albert a temporary mini-fridge, the damages Albert obtained as a result of RSC's failure of performance is extremely big. Albert had a lot of losses to his business, and all of his 900 lbs of fish went bad. Thus, I believe Albert has a strong case against RSC.

Organization 18

Issue 17

Rule 18

Analysis 18

Conclusion 18

Total: 89

Excellent! Be careful with your terminology. Very good description of damages.

2)

Juneau, Alaska v. ABC, Inc.

The issue is whether the city of Juneau in Alaska would prevail in its suit for breach of contract against ABC.

Contract

A valid contract involves mutual assent between parties and includes offer, acceptance, and consideration. Here, ABC offered to provide repair parts and installation services to Juneau, Alaska (the town's) hydroelectric power plant. The town agreed, and they both signed a contract. Since there was a signing of a contract, we can agree there is a valid contract.

The UCC governs the sales of goods, which are moveable and tangible items, and at least one party involved must be the merchant.

Common law governs other contracts, such as service and real estate contracts. Here, it is a mix of both sales of goods and a service. We can agree that the sale of goods is greater than the services provided. Thus, this would fall under the UCC.

Statute of Frauds

Statute of frauds requires certain types of contracts to be in writing and signed. Some of those include, sale of goods worth more than \$500 (under the UCC, which this would fall under since this is a sale of a good). Since the sale of parts is \$10 million, which is more than \$500, and it was in writing and signed contract, this would satisfy that requirement.

Breach of Contract

When one party fails to perform any of its legal obligations under a valid contract, without a lawful excuse. Here, ABC failed to perform its part of the contract due to a volcano eruption in Siberia. This had an impact on the access of transportation to the town, which resulted in flight cancellations until further notice. Since there is no road access to Juneau, flight transportation is the only way to deliver the parts and complete the services. Thus, the breach could be justifiable. But we can continue to look at the facts to determine if that will be the case.

Commented [ps7]: What source of law?

Types of breach

Minor (partial breach): less severe failure where the main purpose of the contract is met, but the nonbreaching party may still recover damages. The town may argue that ABC met the contract because they found a local company who can do most of the work, but not all of the work. The town may argue that this was a minor breach because although ABC did perform most of their agreed work under the contract, they did not perform it all. Thus, making the town able to still recover damages.

Anticipatory breach: when one party clearly indicates in advance that they will not fulfill their obligations under the contract. The town may argue that ABC is liable of anticipatory breach because ABC did indicate that they would not be able to fulfill their obligations under the contract. The contract was set to start on November 30. However, the volcano erupted on October 29, about a month before the contract was set to begin. ABC notified the town that they cannot perform on time because of the lack of flights. Thus, making the town able to recover damages under anticipatory breach.

Commented [ps8]: If it is anticipatory breach, can it be excused?

Commented [ps9]: Damages, or restitution of amount paid in advance?

Actual breach: when the party fails to perform by the due date or performs improperly. This would not apply because ABC still performed by the due date. Though not all of the work was performed, they still performed most.

Perfect Tender

Under the UCC, a single delivery for a sale of a good must conform exactly to the terms of the contract. Even a minor defect allows the buyer to reject, accept, or accept part and reject part. However, there are some exceptions to the perfect tender rule.

- 1) Cure: if the time the performance hasn't expired, the seller can fix the defect and redeliver conforming goods. Here, ABC did fix the defect by redelivering the conforming goods on time, by finding a local company who can deliver the equipment and perform most of the work.
- 2) Installment contracts: a buyer may only reject a particular installment if the nonconformity substantially impairs its value. Here, this would not be applicable because the town may not reject the particular installment because ABC still performed.
- 3) Good faith and reasonableness: courts may limit strict application to avoid unjust outcomes.

Cover

When the seller is in breach by submitting non-conforming goods, and they have no intention of curing the problem by tendering conforming goods, the buyer has the option to cover. Cover allows the buyer to:

- 1) Purchase substitute goods elsewhere in good faith and without unreasonable delay.
- 2) Recover the difference in cost between the contract price and the price paid for the substitute goods, plus any incidental or consequential damages.

Here, cover would not be considered an option because ABC did have intention of curing the problem. Although it was impossible to fly into the town, ABC went out of their way to find a local company who can deliver the goods and perform. Thus, cover would not be valid in this breach.

Commented [ps10]: It may be an option if the town was able to find another option

Damages

As a result of ABC failing to deliver the agreed equipment and service performance as agreed, the town could recover some damages, if successful in their action against ABC.

- 1) Reliance Damages: reimburse the injured party for costs incurred in reliance of the contract. This would include things like the costs that the town incurred for the equipment that was not installed, since the local company was able to do most, but not all of the work. The town may claim reliance damages.
- 3) Restitution Damages: prevent the breaching party from unjustly enriched. It focuses on what the breaching party gained, not what the injured party lost. Here, another option for the town would be getting the \$19 million dollars reimbursed because ABC failed to perform.
- 4) Special Damages: loss of profits to business due to failure of delivery or performance of the breaching party. The town's hydroelectric power plant likely powers the entire town in a way. The town can claim recovery of special damages as a loss of profits to the town, due to ABC's failed adequate performance.
- 5) Incidental Damages: reasonable costs and expenses that a non-breaching party incurs as a direct result of the other party's breach. If the town incurred costs and expenses as a result of ABC's full failed performance, the town can recover incidental damages.

Defenses

Impossibility is when an unforeseeable event makes the performance truly impossible through no fault of their own. I believe this would be the most strongest, and valid defense because it was completely impossible for ABC to deliver the equipment and service to the town due to the volcano irruption. All of the flights in the northern hemisphere were cancelled until further notice. Thus, making it impossible at all for them to perform under the agreed contract because flights are the only way for them to deliver, since there are no known roads to Juneau. There are no other ways to bring the equipment, as the town claims. ||

Conclusion

The case turnout for this will likely be in the town losing their breach of contract claim against ABC. ABC did a very good act at finding a local company to deliver and perform under the agreed contract. Though not all of the equipment and work was performed, most of it was. The facts do not say that the town had any financial impact to this change. Actually, it mentions no impact to the town at all with ABC using a local company instead. A reasonable person would agree that the volcano eruption is fairly dangerous, and makes flying into the town impossible. The safety of those flying outweighs the importance of the delivery of this equipment and the repairs. Thus, the case turnout will likely be that Juneau, Alaska not prevail in their claim for breach of contract against ABC.

[Organization 18](#)

[Issue 17](#)

[Rule 17](#)

[Analysis 18](#)

[Conclusion 18](#)

[Total 88](#)

[Very good. One item missing is force majeure and how it impacts damages and impossibility. Can the town argue that ABC had alternatives?](#)

Commented [ps11]: Is force majeure the best argument to support impossibility?

3)

Is Ned's Construction (NC) liable to Mike for breach of contract? A valid contract existed between Mike and NC. The parties entered into an agreement whereby NC was to build a retaining wall for Mike in exchange for \$11,000.00. The thousands of dollars and the defendant's forbearance in the form of labor and materials that would have to be purchased in advance constitute consideration. This agreement was signed by both parties indicating understanding of definite terms and thus a meeting of the minds. While the contract consisted of both the provision of services and the sale of equipment and materials, the \$6,000 cost of materials exceeds the \$5,000 for services. According to the predominant purpose rule, because the predominant purpose - or more important part - of the contract consists of the sale of goods, goods are the primary sale and therefore the contract is

writing within a reasonable period of time. Mike heard of the possibility that NC was suffering financially and struggling to pay its supply bills on time. In August, this possibility prompted Mike to request assurances from NC in the form of a written email to confirm their contract. Mike was well within his right to do so under the UCC. Between the time the request was sent (presumably in August) and the day prior to the commencement of contract performance (September 14), no response was received. The approximate two weeks of silence was more than a reasonable amount of time, especially given that performance was due the following day.

Commented [ps7]: What is the impact of no reply?

Anticipatory Repudiation:

Anticipatory repudiation requires that the breacher communicate either through their actions or their words that they will not be performing the contract as agreed. The lack of communication between the plaintiff and the defendant is anticipatory repudiation because while the defendant never said they were not going to perform, their lack of communication was an action that spoke for itself. As established supra (Assurances), the plaintiff exercised his right to request assurances and received no response within a timely manner. This failure to respond gave the plaintiff reason to believe that performance would not take place, and any reasonable person in a similar position would have believed the same, especially given the circulating rumors about the defendant. Because performance was not yet due, and the defendant's failure to respond communicated repudiation (or the possibility thereof), the plaintiff has the right under the UCC to bring action against the defendant for breach of contract or to wait to see if performance is executed without relinquishing his right to bring action.

NC's Position:

In light of the above arguments and the evidence provided, Ned's Construction has left themselves vulnerable to a claim for breach of contract. Should Mike choose to bring such action against NC, they may be entitled to monetary damages, though there are insufficient facts to definitively analyze the kind and amount of damages. Specific performance would likely not be available as there is no evidence to suggest that monetary compensation would be an impossible or unjust solution, and there is no evidence to analyze whether there was any unjust enrichment or any further damages incurred on the part of the defendant.

[Organization 18](#)

[Issue 18](#)

[Rule 18](#)

Analysis 18

Conclusion 16

Total 88

Well done! Don't forget an overall conclusion to bring your answer together.

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