FULL OUTLINE
Bar Exam Doctor
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CONTRACTS

I. VOCABULARY
- a. ***K*** = legally enforceable agreement (or legally enforceable promise)
- b. ***Quasi-K*** = equitable remedy. NOT K law.
  - i. **Elements**:
    1. P has conferred a benefit on D, and
    2. P reasonably expected to be paid, and
    3. Ds unjust enrichment if P not compensated.
  - **ii. Measure of recovery**
    1. K price is NOT the measure of recovery.
    2. Focus on the *value of benefit* conferred.
    3. The K price is a ceiling if P is in default.
- c. ***Unilateral K*** = results from an **offer** that **expressly** requires performance as the only possible method of acceptance.
- d. ***Bilateral Ks*** = all other Ks.
  - i. Bilateral K UNLESS:
    1. Reward, prize, contest
    2. Offer **expressly** requires performance for acceptance
       a. This is very important. It's only going to be a unilateral K if the offer EXPRESSLY requires that the other party perform in order to accept.

II. APPLICABLE LAW
- a. Responsible for:
  - i. The common law of Ks, and
  - ii. UCC law of sales
- **b. <u>ARTICLE II</u>**
  - i. Applies to Ks that are primarily **sales of goods**.
  - ***ii. Factors to determine whether Art II applies:***
    1. ***Type of transaction*** – sale
    2. ***Subject matter of transaction*** – goods, tangible, personal property
  - iii. If anybody is selling goods to anybody, Art II applies (not just merchants).
  - ***iv. MIXED DEAL (goods and services)***
    1. **GR:** ***all or nothing/more important part***
    2. If selling a Cadillac and two lessons in parallel parking, Art II applies if there is a disagreement about the lessons because the Cadillac (the Art II part) is the MORE IMPORTANT PART.
  - ***v. MIXED DEAL EXCEPTION***
    1. IF K divides payments, then apply UCC to sale of goods part and common law to the rest.
- **c. <u>Common law ONLY</u>**
  - i. Real estate
  - ii. Service Ks

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