

Exam:

Exam Form:

C2502

Response

1. Is Phil likely to prevail in his suit against Delta High?**Applicable Law**

UCC applied to selling goods. All other contract including services and employment agreement, are governed by Common Law.

Here, the agreement between Phil and Delta High is an employment agreement to work at Delta High between august 2023 to Jane 2024; thus, Common Law applies.

Formation for a Valid Contract

A valid contract requires mutual minds and consideration. Mutual minds refer to a valid offer and valid acceptance.

Offer**Phil in March 2023**

An offer is a manufectation by a offeror to enter into agreement to another. A valid commona law contract are required to include name of parties, subject matter, price, and time to perform. Time to perform is not important for some contracts; however, if the contract specifies when to perform, the performance should occur on the day of terms. An offer should be clear and understood by an offeree.

Here, Phil saw the lerned about a temporary one-year opening job at a salary of \$80,000. This is not an offer because it not made for Phil personally, it was more ad for general public. Then, he applied to the job, which is not an offer because he is inquiring about the position.

Telephone Call

When people are on telephone, an offer is valid only while they are talking.

The principal of Delt High telephone Phil and offered a job. This is an offer because the conversation containe material terms, name of the position, terms, and salary.

Therefore, there is a valid offer.

Accept

An acceptance is the manifestation to accent the offer and communicated to the offeror.

Here, Phil accepted the offer while they were on the phone as "I accept" and the principal replied "Great." There were mutual accent between Phil and the Principal.

Therefore, there is a valid acceptance.

Consideration

Consideration is exchange for detriment. For bilateral contract, exchangge of promises are required.

Here, under the contract, Phil is going work at Delta High that is not he is legally required to do. On the other hand, the Principal at Delta High is going to pay the salary.

Therefore, there is a valid consideration.

Statute of Limitation

If contract takes more than 1 year to complete, it must be written. Here, the contract is for 10 months, therefore, Statute of Limitation does not apply.

Breach

Anticipatory Repudiation

Anticipatory repudiation occurs when a party on the contract unequivocally manifest he/she is not going to perform. This must occur before the date to perform. After the anticipatory repudiation, a non-breaching party may sue immediately, urge to change mind and wait until the due date to perform, or rescinding the contract.

Here, Phil received a letter from Delta High in May 2023 which is before the day to perform. Also, the repudiation was unequivocal because the Principal informed Phil that the department head canceled to leave, the position for department head is no longer available, and his duties are simply teaching classes, not managing.

Therefore, the Principal committed Anticipatory Repudiation.

PER

Parol evidence rule limits to refers conversation or documents the outside of contract. A party may use parol evidence rule if the contract is not totally integrated, not contradict the terms and supplemental only.

Here, PER may not be used because the term is contradicted. Phil is demanding a head of department, but the Principal is offering a same title but simply a teaching job.

Therefore, Phil cannot use the telephone conversation between him and the principal.

Substantial performance

Under the common law, substantial performance is required. This means, unlike UCC's perfect tender, a person is required to perform substantially.

Here, the principal may argue they did not commit anticipatory repudiation because the principal still has a job for Phil and Phil can hold his title as a head of department. Moreover, they are paying the same amount of salary of \$80,000 to Phil; thus, they performed substantially. However, this argument is not persuasive in this circumstance. Phil specifically informed he wanted have a head of department job, which include responsibility of a head of department usually has. Moreover, Phil detrimentally relied on the contract. He took a year off from the City High.

Therefore, the Delta committed Anticipatory Repudiation and most likely, Phil will prevail.

2. What remedies, if any, would likely be available to Phil?

Remedies

Damages

Expectation damages are the damages as if the contract is performed. Here, Phil may receive the \$80,000 - \$40,000 = \$40,000 because he did not take the coaching job, he did not mitigate the damages. The damages are foreseeable because if he did not get the job, he has to find the new job, the amount is clear. and it caused the damages.

Restitutional damages are the damages as if the contract has never entered. Here, this does not facilitate Phil's purpose to have the job back.

Incidental damages are the damages occurs for extra expense to find next job. If Phil spent some money to find another job, he can claim (such as taxi, travel)

Consequential damages are the damages the value of the property is reduced. This may not work for him.

Rescinding contract is cancel out the contract. This does not work for Phil because he wanted to enforce the contract.

Sp Perform

Specific performance must include a valid contract, which they have, there is no condition, mutuality of performance exist, and feasibility of the court. For the court, it is not difficult to check whether Phil is working or not. However, in order to enforce the this performance, Delta need to fire the current head of the department. therefore, this may not work. Phil may argue Delta gives a one year off to the current head, but this is difficult to achieve. Since the head has right to work.

Preliminary Injunction: A court may stop Delta to keep the current head of the department, but the as mentioned above, they has to fire her. therefore, this may not work.

Permanent Injunction: the same reasons above.

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