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FINAL EXAMINATION - ESSAY

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**Open-book. Three hours.**

Write your exam number here: \_\_\_\_\_

**All exam materials (including this booklet and your response) must be turned in at the end of the period. You will not receive credit unless you return this booklet with your exam number written above. You are not required to turn in your own outlines, notes, books, or other papers you brought with you to the exam. Do not turn the page until instructed to begin.**

**General Notes and Instructions**

1. Your goal is to show your mastery of the material presented in this course and your skills in analyzing legal problems. It is upon these bases that you will be graded.
2. For the purpose of answering questions, unless otherwise directed, assume that today's date is the original, officially scheduled date of the administration of the exam (printed in the bottom-right of this page).
3. Unless expressly stated otherwise, assume that the facts recited herein occur within one or more hypothetical states within the United States. Base your answer on the general state of the common law and, as relevant, the current version of the UCC and CISG as represented in your assigned statutory supplement, plus other rules, procedures, and cases as presented in class.
4. Assume that all monetary amounts are in United States dollars, unless expressly stated otherwise.
5. During the exam: You may not consult with anyone – necessary communications with the proctors being the exception. You may not view, attempt to view, or use information obtained from viewing materials other than your own.
6. You may not copy, transcribe, or distribute the material in this booklet or attempt to do the same. You may write anywhere on the examination materials – e.g., for use as scratch paper. Only answers and material recorded in the proper places, however, will be graded.
7. After the exam: You may discuss the exam with anyone, except that you may not communicate regarding the exam with any enrolled member of the class who has not yet taken the exam, and you must take reasonable precautions to prevent disclosure of any information about the exam to the same.

**Notes and Instructions for this Essay Portion**

- a. This Part Two is worth approximately 2/3 of your exam grade.
- b. This Part Two of the exam is administered on an "open-book basis." You may use any notes and books you like. No electronic or interactive resources (such as a tablet computer, smart phone, etc.) may be used or referenced. You may, of course, use a laptop to write your exam, but you may not reference files stored thereon during the examination session. No materials may be shared during the exam.
- c. This exam will be graded anonymously. You may not waive anonymity. Do not write your name on any part of the exam response or identify yourself in any way, other than to use your examination I.D. number appropriately. Self-identification on the exam or afterward will, at a minimum, result in a lower grade, and may result in disciplinary action.
- d. Keep in mind the hypothetical setting for the exam facts, noted in general instructions, above. In your written response, it is appropriate, if you wish, to note differences between minority and majority approaches in your answer, as well as statutory or other differences among jurisdictions.
- e. Note all issues you see. More difficult issues will require more analysis. Spend your time accordingly.
- f. Organization counts.
- g. Read all exam question subparts before answering any of them – that way you can be sure to put all of your material in the right place.
- h. Feel free to use abbreviations, but only if the meaning is entirely clear.
- i. **Bluebooks:** Make sure your handwriting is legible. I cannot grade what I cannot read. Skip lines and write on only on one side of the page. Please use a separate bluebook for each subpart.
- j. **Computers:** Please clearly label each subpart of your answer.
- k. All exam materials, including this booklet and your answer sheet, must be turned in at the conclusion of the period for taking this Part Two.
- l. Good luck

# The Magnificent Mill City Marching Band

AS THE RHYTHM OF THE TRAIN SLOWED, Henry Hill looked out the window. What a lovely slice of Americana out there. "Mill City, Minnesconsin!" the conductor shouted. The train stopped with a heavy sigh of the air brakes.

Henry was travelling the nation on a six-month open-ended unlimited-ride railroad pass. He thought that wandering America by rail might help heal his heart after the death of his spouse. And with the life insurance settlement, he had financial means to take the time off work.

Peering out the window at Mill City, Henry felt like there was something special about this place. It seemed like a town his great-grandfather had told him stories about. It was abuzz with activity. People were painting storefronts. Teenagers were planting trees. And folks on ladders were fitting balconies for red, white, and blue bunting. This town was getting ready for some kind of celebration. Henry could just make out the headline of a newspaper clipped up on the train station newsstand:

## MILL CITY BUGLE

MONDAY, NOVEMBER 21, 2016 – MILL CITY, MINNESCONSIN – 50 CENTS

# CITY MUST MARCH FORWARD WITHOUT MARCHING BAND

## SCHOOL BOARD APPROVES FIX FOR GYMNASIUM; MADISON LIBRARY RENOVATION FULLY FUNDED

In 2017, Mill City will celebrate the centennial of its founding by the former residents of River City, Iowa, forced to leave that town after the Great Flood of 1917 wiped it off the map. But the planned centerpiece of the celebration, the re-established Mill City Middle School Band, is now on indefinite hold with the unexpected departure of Prof. Charlize Cowell,

As the train started moving again, a strong feeling seized Henry. On an impulse, he leapt up, grabbed his suitcase, ran to the end of the car, and hopped down to the station platform. Just as he did, he had to jump out of the way as a woman ran at a dead sprint past him to climb on board the moving train.

The woman was being chased by a group of individuals who would've looked downright respectable were it not for their sprinting and shouting. By the time the group reached the platform, the train was moving too fast for any of them to follow the woman on board.

"That woman ripped us off!" one shouted.

"Now we're not going to have a marching band for the town centennial, and it's all her fault!" another yelled.

"Now hold on just a minute," Henry said. "You say you need a marching band. That just happens to be my specialty. Allow me to introduce myself. I'm Professor Henry Hill. On-leave professor of musicology at Nevizona State University and conductor of the Pride of the Mountain West Marching Band; Ph.D. from the University of Floribama, Class of '05. Perhaps I can help."

"The last thing we need is another traveling salesman!" a nasally voice rang out from the back of the crowd.

"Now I'm not a traveling salesman. Not a salesman at all. I'm just offering to help. Free of charge. I saw your newspaper headline, and I happen to love marching bands. I would hate to see this town go without one - if the enthusiasm is there," Henry said.

Although some of the crowd still looked skeptical, they walked with Henry to the town soda fountain, just across the street from the train station, and told him their problems.

The woman who ran to jump on the train ahead of the angry crowd was Charlize Cowell - "Professor" Charlize Cowell she had called herself. But people were just now finding out that she wasn't professor of anything.

Cowell had come to town promising to start a marching band at Mill City Middle School. She was a sales representative for Arzaconic America, the manufacturer of a handheld electronic musical device called the ZoomZound 7000. This device, she claimed, could teach anyone to read music and to play any handheld brass or woodwind musical instrument. Blow in the mouthpiece, and it would produce the sound of the instrument you were trying to learn, and it would give you instant feedback. There was also an app, she explained, that would allow it to interact with your smart phone so that it could teach you to read music. It was described as an endlessly patient personal tutor - but one that was available at any time of day or night and didn't charge by the hour. It made use of the very latest advances in artificial intelligence technology - or so Cowell had said.

"And she assured us after the ZoomZounds arrived, she would stay, teach the children how to use them, and then help all the children make the transition to their actual band instruments, all so we could have a real marching band in time for the 2017 town centennial," a scowling man explained.

"We agreed to pay \$1200 each for these ZoomZound things!" an exasperated woman exclaimed. "And I've still got three payments to make!"

"Well, maybe that's a good price," Henry said. "Honestly, that kind of teaching device seems too good to be true."

"It was too good to be true!" the woman shouted back.

"It doesn't work at all!" yelled another.

The townsfolk explained that the ZoomZound devices, once they arrived, lit up and made some sounds. But it turned out that the sounds didn't depend on how the user blew or what buttons were pressed. In fact, all the noises were part of a repeating loop of 80 sounds. At the end of the day, the ZoomZound was nothing more than an audio playback device without any interactivity at all.

“Just this morning, before the boxes of ZoomZounds started arriving, ‘Professor’ Cowell told the afternoon newspaper that she wouldn’t be able to stay in town to train the kids because she needed to go to be by the side of a sick great uncle of hers,” an older teenage boy explained. “I was there, because I work for the paper. I told her my understanding was that she was required by contract to stay and do what she promised. I think everyone in town thought that. But she said that wasn’t the case. She said the written contract made it clear she didn’t have to, and because of the written contract, it didn’t matter what she had said when talking.”

A glowering man shoved a contract at Henry. “She had us all sign one of these.” Parts of the signed, 20-page contract shown to Henry are reproduced here:

**ZoomZound  
Arzaconic America Inc  
Sales Agreement**

Sales Representative: Charlize Cowell

Purchaser agrees to purchase one ZoomZound 7000 electronic device for \$1,200 from Arzaconic America Inc (“Arzaconic”). Arzaconic stands behind its products by promising to maintain a website with 24-hour-a-day availability, pending various service interruptions, providing up-to-date promotional information explaining the advantages of the ZoomZound electronic device.

Arzaconic America and all its representatives and affiliates **DISCLAIM THE IMPLIED WARRANTY OF MERCHANTABILITY AND ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.** No other warranty is made. Product will power on, but no representations are made as to function, usability, or quality. Product may not be similar to any sample or demonstration device shown by any sales representative. Sales representative will provide some consulting services to increase enthusiasm about marching bands either to Purchaser or other local residents prior to the first delivery of any ZoomZound unit to the local area. No other services are part of this agreement.

Under no circumstances shall Arzaconic be liable for any incidental or consequential damages.

This writing is the full, complete and exclusive expression of the parties’ agreement and includes all terms with respect to the purchase described herein and any related services and promises, and this agreement supersedes any and all prior and contemporaneous oral or written agreements, understandings, and promises.



Charlize Cowell  
Sales Representative, Arzaconic America, Inc.



Purchaser

“We all signed the same thing,” several voices muttered.

“Did any of you read it before you signed it?” Henry asked.

“She told us not to!” one citizen answered. “She said the terms were all standard and that if we read it – since it was long and complex – it would take so much time

we'd be taking away from the kids learning music, and she said that it would be so wrong to do that, she wouldn't feel right about selling a ZoomZound to anyone who would be so inconsiderate."

The Mill City residents around Henry all nodded and indicated the same had been told to them.

"As far as I was concerned, her services in teaching the kids how to use the ZoomZound machine and helping them make the transition to real band instruments was the main thing we were paying for," one young father said. Residents nodded and agreed, indicating they thought the same.

"At least you got yours delivered. I never got mine!" one boy shouted.

"Ian Illysh, what do you mean?" a man asked.

"I mean," Ian said, "That it never came. Now what should I do with it when it does, if it's completely useless?"

"Have any of you had a problem with fires?" one girl asked.

"Queisha Quinn," a woman responded, "what do you mean by that?"

Queisha looked nervous. "Well, my friend Fiona Fahrni from next-door was playing with my ZoomZound," she said, "and it caught on fire. She burned her hand pretty bad."

A collective gasp escaped the crowd.

"Now I'm not a doctor. I can't help the girl's hand," Henry said. "And I'm not a lawyer, so I can't help you with the legal aspects of this. But I am a marching band man. And I believe I can make a band out of your middle-schoolers yet."

The beginnings of a look of relief began to form on many faces.

SEVERAL DAYS LATER, Henry was standing in front of the girls and boys of the Mill City Middle School Marching Band conducting the kids through a John Philip Sousa march. They actually were starting to sound pretty good. A few parents were in attendance.

"That's my boy!" shouted one proud mother, dabbing tears from her eyes.

Henry had spent 16 hours a day since he'd arrived in town helping the kids learn their instruments. The only day he'd taken off was Thanksgiving, when he was invited over to Mayor Yolanda Ytterby's house for dinner.

As the townsfolk had said, the ZoomZound devices were indeed completely worthless. Henry surmised they had less technology in them than many baby toys. But with old fashioned methods - encouragement, patient teaching, and lots of practice sessions - the kids were now making real progress.

After the rehearsal was over, Mill City Middle School principal Priscilla Prinsley came up to Henry.

"Do you have good relationships with suppliers of instruments and band uniforms? I've been having some trouble getting the band equipped," she said.

"I'm glad to listen," Henry said.

One problem was the big bass drum, Priscilla explained. When Cowell had been in town, she'd convinced Priscilla that the school needed a 7-foot bass drum to make a big impression. (In fact, such drums, while operated by a few college marching bands, are a highly non-standard item.)

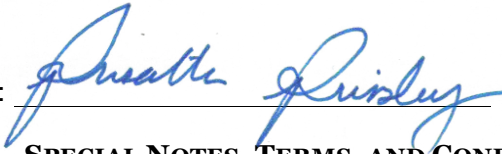
On the morning of October 26, Priscilla had faxed a purchase order ("PO") for a 7-foot bass drum to DaBoom Drums, the only commercial supplier of drums that

large. And within the space of three minutes, she got a call back from their sales department. The sales associate informed Priscilla that they couldn't fill the order based on the purchase order because they wouldn't offer a warranty on this drum.

"A seven-foot drum is not a standard item," the sales associate had said. "We like to stand behind our products with warranties. But, you know, drums aren't really meant to be that big. For a drum to work, the drumhead has to be put under very tight tension, a problem with a seven-footer. We did our best with this one we have in stock, but we can't offer it with a warranty. If you write on the PO that you'll take it AS IS, and then fax that back to us, then we would be able to fill the order."

Priscilla then re-printed the PO to say "OKAY AS IS, NO WARRANTIES" in the special notes, terms, and conditions section, and she handwrote "OKAY AS IS" across it with a fine-tip marker. As has long been her practice with POs, she signed it in pen.

Here's the PO after Ms. Prinsley wrote on it and re-faxed it:

FAX TRANSMISSION FROM: MILL CITY M.S.FAX: 585-287-0058 10/26/2016 10:11 TRANSMISSION SUCCESSFUL		PAGE 001/001
<b>Mill City Middle School PURCHASE ORDER</b>		
505 Madison Blvd. Mill City, Minnesconsin 51823		
Order no.: DABO001	Date: October 26, 2016	
Vendor: <b>DaBoom Drums, Inc., Penscaloosa Floribama 33134</b>		
Item: 7-foot bass drum Quantity: 1 Item price: \$700.00 Total: \$700.00		
Authorized signature:		Priscilla Prinsley, Principal
<b>SPECIAL NOTES, TERMS, AND CONDITIONS</b>		
- OKAY AS IS, NO WARRANTIES -		
<b>STANDARD REQUIRED TERMS AND CONDITIONS</b>		
The following terms are incorporated on behalf of Mill City Middle School ("Buyer"). <b>Remedies:</b> All buyer remedies under law and equity will be available. Vendor remedies are limited to retail price less wholesale price. <b>No arbitration:</b> Binding arbitration shall not be used as the means of resolving any dispute between Buyer and Seller unless Buyer and Seller separately agree to such subsequent to a dispute actually arising. <b>Choice of law and venue:</b> Any dispute shall be resolved according to the law of the state of Minnesconsin, and venue for any litigation must be in the state of Minnesconsin within 150 miles of Mill City Middle School. <b>Payment terms:</b> Payment shall not be due until 60 days after invoice and delivery confirmation is received. <b>Warranties:</b> This purchase order is expressly conditioned on vendor's warranting all goods as merchantable and not disclaiming any implied warranties of fitness for a particular purpose. <b>Changes to form:</b> No special terms or conditions written above shall control over these Standard Required Terms and Conditions.		

DaBoom Drums then faxed back an order acknowledgement with "AS IS" on it. And a couple of weeks ago the drum arrived. Priscilla opened the crate, picked up

the big drumstick it came with, and she struck it. BOOM! It made a fantastic sound, and the rumble lasted for a few seconds. Then she struck it again. BOOM! But the rumble was cut short. CRACK! TING! A tuning rod snapped, and the drumhead became partially detached. Priscilla was so ashamed that she nailed up the crate and hadn't told anyone until now.

"I don't know anyone at DaBoom. But I can call them and ask," Henry said.

"Oh, thank you!" Priscilla said. "Now, I'm also having a problem with uniforms." Priscilla explained that she'd gotten what she understood to be a price guarantee on the uniforms the school wanted from Ultimo Uniform. She showed Henry this communication she got in the mail from Ultimo:

**Ultimo Uniform Corp.**  
**Your Reliable Uniform Company for Over 50 Years**

ultimouniform.com Llano, Texlahoma Phone: 803-360-8128  
From: Sales Associate: Vicky Valdez

Our reference: L9237-QJ2-81723  
Customer: Mill City Middle School  
Date: November 1, 2016

OFFER: Any quantity up to 400 of product RN1905 marching band uniforms (complete) in sizes as you require for special sale price of \$76.00. This offer shall be held open for 11 weeks from the date above.

But just as she was thinking she would commit and buy 53 of the uniforms, she got the following:

**Ultimo Uniform Corp.**  
**Your Reliable Uniform Company for Over 50 Years**


ultimouniform.com Llano, Texlahoma Phone: 803-360-8128  
From: Sales Associate: Vicky Valdez

Our reference: L9237-PZ9-84822  
Customer: Mill City Middle School  
Date: November 29, 2016

Dear Principal Prinsley or Whom it May Concern at Mill City Middle School:

We write to inform you that we must withdraw our previous offer dated November 1, 2016 (our ref. no. L9237-QJ2-81723) regarding RN1905 marching band uniforms. That offer is no longer valid.

We regret that the brocade manufacturer we dealt with for the past 20 years has declared bankruptcy. Without the favorable terms offered by that supplier, our costs for the marching band uniforms at issue have risen by 10 percent. And thus our need to revoke our prior offer. We value you as a customer and hope to serve you in the near future.

  
Vicky Valdez, Sales Associate, Ultimo Uniform Corp.

Priscilla hadn't really been relying on the offer, she said. But now things were going to be more expensive if she couldn't take advantage of that special price. The regular price for the model RN1905 marching band uniforms was \$140 each!

Henry said he could call Ultimo Uniform as well. And if they couldn't sell the uniforms at the lower price, he would do his best to help raise the money to pay for the increased cost.

"Hooray!" Priscilla cheered. And then she turned around and strode back to her office with a noticeable marching-band stride.

Back at her desk, Priscilla found a streaming website with marching band music. Combined with her already good mood, it stirred her into such a fervor that she drafted and signed a purchase order for cornets. (A cornet is very similar to a trumpet, but shorter and wider and particularly suited to marching bands.)

This is what she faxed off:

FAX TRANSMISSION FROM: MILL CITY M.S.FAX: 585-287-0058 11/29/2016 16:02 TRANSMISSION SUCCESSFUL PAGE 001/001

## Mill City Middle School PURCHASE ORDER

505 Madison Blvd.  
Mill City, Minnesconsin 51823

Order no.: BRAN001

Date: November 29, 2016

Vendor:

**Brangelo Brass & Band Supply Co., 209 9th St., Oxford Ridge, Arkassippi 42819**

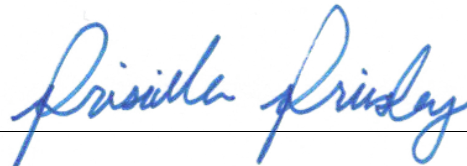
Item: coronet, basic model TY-17

Quantity: 110

Item price: \$100.00

Total: \$11,000.00

Authorized signature: \_\_\_\_\_



Priscilla Prinsley, Principal

### SPECIAL NOTES, TERMS, AND CONDITIONS

- none -

### STANDARD REQUIRED TERMS AND CONDITIONS

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Almost immediately, Priscilla received this response:

<b>ORDER ACKNOWLEDGEMENT</b>
<b>Brangelo Brass and Band Supply Co.</b>
209 9TH AVE., OXFORD RIDGE, ARKASSIPPI 42819
Buyer: Mill City Middle School Buyer reference no.: BRAN001
Date: November 29, 2016
Product: cornet, basic model TY-17
Quantity: 110
Item price: \$100.00
Total: \$11,000.00
<b>Signed: /S/</b> Evan Eldridge, Executive Sales Manager
<b>IMPORTANT:</b> All goods are sold by Brangelo Brass and Band Supply Co. ("Seller") <u>WITHOUT ANY WARRANTY OF ANY KIND. THE IMPLIED WARRANTY OF MERCHANTABILITY AND ALL OTHER IMPLIED WARRANTIES ARE EXPRESSLY DISCLAIMED.</u> <b>Resolution of Disputes:</b> Any dispute arising out of this transaction shall be adjudicated by binding arbitration conducted by the Band, Orchestra, and Theater Supply Arbitrators Group within the state of Arkassippi. UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES.

Ms. Prinsley could practically hear those cornets just by looking at the order acknowledgment. Humming to herself and marching her feet in time to the music in her head, she headed to her car and went home.

When she came back to work the next day, Henry Hill was waiting outside the school's main doors.

"Ms. Prinsley, I am very glad to know of your tremendous enthusiasm for the Mill City Middle School Marching Band. I say I'm very glad to know it," Henry began, "But Ms. Prinsley, I've gotten wind of the order you put in for 110 cornets, and I feel I must inform you that I think you've made a grave error. It's a small school, Ms. Prinsley, only 300 kids altogether. I think it is nearly impossible that one in three would want to or be able to play cornet. And supposing they could, that wouldn't leave students to play the other instruments we need. What's more, at \$11,000 for cornets, the school would have gone through it's whole music budget and then some, and then we wouldn't be able to buy anything else we need. So I suggest 10 cornets might be a better number to start with."

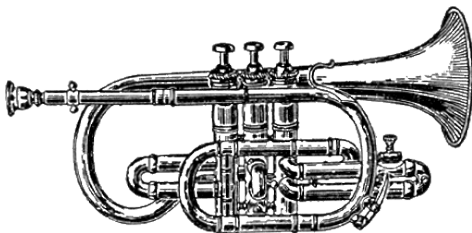


FIG 1: A cornet.

"Oh my gosh," Priscilla said. "Of course you are right. What was I thinking?!? I got carried away! But now what I am going to do?"

Priscilla drafted a new PO, signed it in pen, and sent it over to Brangelo Brass:

**Mill City Middle School PURCHASE ORDER**

505 Madison Blvd.  
Mill City, Minnesconsin 51823

Order no.: BRAN002

Date: November 30, 2016

Vendor:

**Brangelo Brass & Band Supplies, Oxford Ridge, Arkassippi 42819**

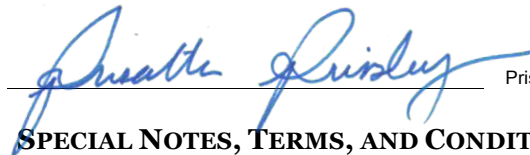
Item: coronet, basic model TY-17

Quantity: 10

Item price: \$100.00

Total: \$1,000.00

Authorized signature:



Priscilla Prinsley, Principal

**SPECIAL NOTES, TERMS, AND CONDITIONS**

\*\*\*\* NOTE: PREVIOUS PURCHASE ORDER (NO. BRAN001) WAS IN ERROR. QUANTITY OF CORNETS SHOULD HAVE BEEN 10 (TEN), NOT 110!!!! PLEASE DON'T SEND THAT MANY!!! WE CAN'T AFFORD THEM AND EVEN IF WE COULD WE DON'T HAVE ENOUGH MIDDLESCHOOLERS TO PLAY THEM!!!!!!\*\*\*\*

**STANDARD REQUIRED TERMS AND CONDITIONS**

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Priscilla quickly got a phone call from Evan Eldridge, executive sales manager at Brangelo. He said that Brangelo and Mill City Middle School had a binding deal for 110 cornets, and that Brangelo would perform. If Mill City repudiated or refused to pay, Evan said, Brangelo would sue.

Head hung low, Priscilla found Henry and told him what had happened. As Henry tried to console her, she added, without making eye contact, "I'm also having big problems with trailers."

"Oh? Is that so?" Henry said.

"Well, a while back," Priscilla said, "I realized the middle school would need a trailer - something you could hitch to a pick-up truck - for carrying around the band's equipment. So I got a great deal for the school when Yolanda Ytterby, the mayor, agreed to rent her personal trailer - which was perfect - to the school for \$100 for an entire year. And she said if we continued to need it, we could keep renting it for a \$100 a year for five years, after which we could buy it from her for \$500. This

was a great deal for us, because I looked it up, and it's an X-series Xtreme trailer. It's worth around \$1300."

"I'm listening," Henry said.

"This was a handshake deal," Priscilla went on. "There was nothing in writing. But Yolanda's word is good, I figured. So I took the trailer to Luxe Looks Limited – you know that place out by the highway that does custom paint and decal jobs for vehicles. I left it out there overnight because they were going to look at it in the morning and give me an estimate on how much it would cost to get the trailer done up emblazoned with the words 'Magnificent Mill City Middle School Marching Band' in the school colors."

"Ah yes, I can see it now," Henry said staring off into the sky, seeming to read the words in the clouds.

"Well, it didn't happen. One of the employees at Luxe Looks, someone who obviously didn't know what they were doing, sold the trailer to an out-of-towner named Otto Orvenoakes for \$300! Luxe Looks doesn't even sell trailers or vehicles! Or anything, for that matter, except, I guess, the decals and the paint they put on themselves. Luxe Looks gave the school the \$300 of course, but I'm still trying to track down this Otto Orvenoakes to see if I can convince him to give us back the trailer in exchange for his \$300. Otherwise I guess we may have to file a lawsuit to get it back. At any rate, Yolanda is really mad, and she says if through some miracle I get the trailer back, she'd like to cancel our rental arrangement. Anyway, in the meantime, I figured we needed a trailer. So I called around, and I found a good one that the school could purchase from a trailer dealer in Canada – Tundersson Truck & Trailer up in Manitoba. I agreed with them over the phone for the middle school to pay \$1300 for a Jorderosjon J-series cargo trailer. But then a bunch of parents who'd heard what happened called me up and offered to volunteer to haul around all the band stuff in their own trucks and vans. You know, save the school some money. So I called up Tundersson Truck & Trailer in Manitoba to tell them I didn't need the Jorderosjon J-series trailer. But they said I have to go through with the purchase! I'm really upset about it."

At just that moment, Ian Illysh walked up. He explained that his ZoomZound had arrived just this morning. He hasn't yet opened the package. And given all the controversy, he wanted to check with someone before unwrapping it.

"You know, Ms. Prinsley – or Priscilla, if I may – and Ian, I think you need the services of a lawyer. I think this whole town does," Henry said. "I have a wonderful friend who is a lawyer up north. She recently hired a law student as a clerk, a fine mind with a keen nose for figuring these sorts of things out and who, as chance might have it, just took Sales. My friend's looking to have this law student assist her in doing some pro bono matters. This could be perfect. Let me call her up."

Henry's friend picked up the phone on the first ring. Henry told her the whole story.

"Ha! Minnesconsin!" she said. "What a state! They adopted the UCC a while back with a one-sentence legislative act, and because of that, they still haven't figured out whether they have enacted Alternative A, Alternative B, or Alternative C of §2-318!"

There was an awkward pause.

"But you're a music man, not a law guy," she said. "So you probably don't find that as interesting as I do. But yes, I'm happy to work on this matter for the folks in Mill City. No worries, Henry."

## QUESTION

Analyze the parties' claims, duties, and liabilities, and include any helpful advice you might have for residents of Mill City with regard to actions they might yet take pertaining to the transactions described. A couple things to keep in mind:

- If the CISG applies or arguably applies, or if the common law applicable to service contracts applies or arguably applies instead of UCC law, then be sure to discuss this. If two bodies of law arguably apply to a transaction, make sure you analyze that transaction according to each.
- Since it is not clear whether Minnesconsin has enacted Alternative A, Alternative B, or Alternative C of §2-318, if analysis of §2-318 is called for, make sure you explain how the issue would come out under all three alternatives.

Clearly label the subparts of your answer, as follows:

*Subpart A:* Discuss claims, duties and liabilities related to Arzaconic America, Charlize Cowell, and the ZoomZound devices.

*Subpart B:* Discuss claims, duties and liabilities related to DaBoom Drums.

*Subpart C:* Discuss claims, duties and liabilities related to Ultimo Uniform and Vicky Valdez.

*Subpart D:* Discuss claims, duties and liabilities related to Brangelo Brass and Band Supply Co.

*Subpart E:* Discuss claims, duties and liabilities related to the trailers. Your analysis should include, of course, who has good title to the X-series Xtreme trailer. But since it's possible that Priscilla Prinsley will find Otto Orvenoakes and convince him to give back the trailer through moral suasion, include in your analysis whether Yolanda can cancel the rental arrangement with Mill City Middle School.

*Subpart F:* If you have anything else to discuss, put it under Subpart F.

Do not repeat the exact same analysis from subpart to subpart or from party to party. Instead, you may, if appropriate, incorporate previously stated analysis by reference. If analysis of an issue is similar to but not exactly the same as what you have written previously, then I suggest you note your prior analysis and go on to discuss any differences. Note that the subparts will not be given equal weight. Divide your time among the subparts according to which ones require the most discussion and analysis. Plan ahead to put information where it belongs.

Feel free to use the following abbreviations in your answer:

AA	Arzaconic America	MM	Mill City Middle School
BB	Brangelo Brass and Band Supply	OO	Otto Orvenoakes
CC	Charlize Cowell	PP	Priscilla Prinsley
DD	DaBoom Drums	QQ	Queisha Quinn
EE	Evan Eldridge	TT	Tunderson Truck & Trailer
FF	Fiona Fahrni	UU	Ultimo Uniform
HH	Henry Hill	VV	Vicky Valdez
II	Ian Illysh	XX	X-series Xtreme
JJ	Jorderosjon J-series	YY	Yolanda Ytterby
LL	Luxe Looks Limited	ZZ	ZoomZound

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