

## STATUTE OF FRAUDS QUIZ

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**NOTE:** Please assume that both the UCC and the Restatement (2nd) of Contracts apply, as relevant. To best mimic the actual MBE experience, allot yourselves 1.8 minutes/answer.

### Question 1

Super orally promised to sell to Better 100 cases of artichokes at \$5/case. Super attached to the shipment its standard invoice on which Super's CEO wrote, "Sorry, but due to heavy rain we could fill only 80 cases." Better sued Super for breach of contract. Super's invocation of the statute of frauds defense will:

- (a) Succeed, because the contract was not put into writing.
- (b) Succeed, because Super did not sign the writing.
- (c) Fail, because Super's CEO apologized for the shortfall.
- (d) Fail, because Better accepted the goods.

**STATUTE OF FRAUDS QUIZ--ANSWER KEY**

UCC § 2-201 controls. The K price is \$500, making the K not enforceable unless there is a signed writing or unless one of the stated exceptions applies. Here there is arguably a signed writing because Super's CEO used "its" standard invoice (indicating the source) and indicated "that a contract for sale [had] been made". Therefore:

(a) is wrong. The question is whether there is a writing sufficient to indicate that a contract has been made; the K itself need not be in writing.

(b) is probably wrong, since the CEO's use of "its" letterhead arguably serves as a reliable indicator of the writing's source.

(c) is probably the best answer, since the CEO's apology indicated that a contract had been made.

(d) is wrong because it presumes facts that we don't know.