CONTRACTS MULTIPLE CHOICE QUESTIONS

1. Maya entered into an oral agreement to buy Leon's house in 30 days for $100,000, contingent on her satisfaction with the results of a home inspection. She sent Leon a signed letter confirming the agreement and reciting the terms. She then hired a home inspector and attempted to make an appointment with Leon for a time her inspector could tour the house. Leon refused to make the house available. After 30 days, Leon demanded that Maya purchase the house, but Maya refused to tender payment. If Leon sues Maya for breach of contract, which of the following would be Maya's best defense?

a) The agreement is unenforceable because the statute of frauds is not satisfied.

b) Maya's performance is excused under the prevention doctrine.

c) The agreement lacked consideration because of the satisfaction clause.

d) Leon's behavior was unconscionable.

2. Ben recently started a new business bathing dogs. He put up flyers around town that said the following:

Come to the Grand Opening of Ben's Dog Washing Parlor this Saturday, 9 a.m. to 2 p.m. Free baths for the first 15 dogs!

At 9 a.m. on Saturday, Marvin arrived at Ben's Parlor with Marmaduke, his Great Dane. Marmaduke was the third dog to arrive, but he was too big to fit into Ben's dog washing tub, so Ben refused to bathe Marmaduke. Does Marvin have a valid legal claim against Ben?

a) Yes, because Marvin accepted Ben's offer.

b) No, because Ben's promise was gratuitous.

c) No, because Ben's flyer was an invitation, not an offer.

d) No, because the offer was indefinite.

SAMPLE PAGE: Interactive Contracts, Multiple Choice Questions

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