

Contracts – Contracts in Writing

1. a. What is the Statute of Frauds?
b. What are the five types of contracts normally covered by the general contract statute of frauds and the UCC statute of frauds provision?
2. Read and be prepared to orally brief and discuss *Carter v. Allstate Insurance Company*. [online].
 - a. Did Allstate act ethically?
 - b. Answer the question posed at the end of the case:
 - (1) Critical Thinking Question: Should the contracts of a surety have to be in writing? Explain.
3. Read and be prepared to orally brief and discuss *Kalas v. Cook*.
 - a. How should a court define “specialty manufactured?”
 - b. Should an estate be compelled to pay for undelivered goods?
 - c. Did the executor of the Simmons’ estate act ethically? Explain.
 - d. Do you agree with the court’s decision? Explain.
4. What types of writing is required to satisfy the general contract and the UCC statute of frauds provision?
Read and be prepared to orally brief and discuss *Estate of Jackson v. Devenyns*.
 - a. Why did the Supreme Court of Wyoming refuse to enforce the contract?
 - b. How much certainty should be required to satisfy the statute of frauds?
 - c. Answer the questions posed at the end of the case:
 - (1) Ethical Question: Do you agree with the court’s decision? Explain.
 - (2) Critical Thinking Question: Should the statute of frauds provision mandate that the writing contain a reasonably certain description of the land? Explain.
5. a. What is the parole evidence rule?
b. Answer end of the Chapter Question 8.
6. What rules aid in the interpretation of a contract?
7. Answer end of the Chapter Questions 1–5 and 9.