



CALIFORNIA BAR EXAM
MULTIPLE-CHOICE QUESTION EXAM CONTENT MAP
CONTRACTS

The topics listed below are illustrative of those covered in Contracts, but are not exhaustive. Applicants should assume that the rules of Articles 1 and 2 of the Uniform Commercial Code have been adopted and apply. These rules will account for approximately 25% of the questions on the exam related to contracts. The percentages listed next to each section represent the approximate percentage of questions on the exam that will be drawn from this subject.

I. Introductory Principles / Applicable Law – 5%

- A. Sources of Law
 - 1. Uniform Commercial Code (UCC)
 - a. Merchants
 - 2. Common law
- B. Types of Agreements
 - 1. Bilateral contract
 - 2. Unilateral contract

II. Formation – 25%

- A. Mutual Assent
 - 1. Offer
 - a. Requirements of valid offer
 - b. Duration of offer
 - c. Termination of offer
 - d. Limitation on power to revoke
 - 2. Acceptance
 - a. Requirements for effective acceptance
 - b. Effective date of acceptance
 - c. Methods of acceptance
 - d. Termination of power of acceptance
 - e. Rejection
 - f. Counteroffer
- B. Consideration
 - 1. Bargain and exchange
 - 2. Illusory promises
 - 3. Requirement and output contracts
 - 4. Preexisting duty
 - 5. Sufficiency of consideration
- C. Promissory Estoppel
- D. Implied-in-fact contracts
- E. Implied-in-law contracts

III. Defenses to Formation or Enforcement – 13%

- A. Lack of Capacity
- B. Illegality
- C. Unconscionability
- D. Statute of Frauds

- E. Ambiguity
- F. Mistake / Lack of Mutual Assent
- G. Duress
- H. Misrepresentation / Fraud
- I. Undue Influence
- J. Public Policy

IV. Gap-Fillers, Interpretation, and the Parol Evidence Rule – 6%

- A. Gap-Fillers
- B. Interpretation
- C. Parol Evidence Rule

V. Performance, Breach, and Excuse – 25%

- A. Conditions
 - 1. Covenants
 - 2. Conditions
- B. Modifications
- C. Performance
- D. Breach
 - 1. Material v. Minor
 - 2. Perfect Tender Rule
 - 3. Anticipatory repudiation
- E. Discharge of Contracts
- F. Excuse of Condition/Discharge of Duty
 - 1. Impossibility
 - 2. Impracticability
 - 3. Frustration of purpose
 - 4. Waiver
 - 5. Estoppel
 - 6. Discharge by subsequent agreement
 - 7. Accord and satisfaction
 - 8. Novation

VI. Remedies – 13%

- A. Damages
 - 1. Expectation damages
 - 2. Reliance damages
 - 3. Consequential damages
 - 4. Incidental damages
 - 5. Liquidated damages
 - 6. Nominal damages
 - 7. Duty to mitigate
- B. Legal Restitution
 - 1. Legal Restitution
 - 2. Replevin
- C. Equitable Remedies
 - 1. Equitable Restitution
 - a. Resulting Trust
 - b. Constructive Trust
 - c. Equitable Lien
 - 2. Rescission
 - 3. Reformation
 - 4. Specific performance
 - 5. Injunctions
 - a. Temporary Restraining Order
 - b. Preliminary
 - c. Permanent

VII. Nonparties to Contract – 13%

- A. Third-Party Beneficiary Contracts
- B. Assignment of Rights
- C. Delegation of Duties