

**Condensed Test Specifications
Florida-Prepared Portion of the General Bar Examination**

Contracts

1. Formation of Contracts
 - 1.1. Manifestation of Mutual Assent in General
 - 1.1.1. Offer and Acceptance
 - 1.1.2. Implied-in-fact Contracts
 - 1.1.3. Mistake, Misunderstanding, Misrepresentation, Fraud, and Non-Disclosure
 - 1.1.4. Duress, Undue Influence, and Unconscionability
 - 1.2. Parties and Capacity
 - 1.3. Consideration
 - 1.4. Option Contracts
 - 1.5. Statutes of Frauds
2. Illegality
 - 2.1. In General
 - 2.2. Contracts in Violation of Constitution, Statue, or Ordinance
 - 2.3. Contracts Against Public Policy; Covenants Not-to-Compete
 - 2.4. Effect of Illegality
3. Scope of Contractual Obligations
 - 3.1. General Rules of Interpretation and Construction

- 3.2. Time and Place of Performance
- 3.3. Effect of Adopting a Writing (Parol Evidence Rule)
- 3.4. Scope as Affected by Usage
- 3.5. Conditions
- 3.6. Entire or Divisible Contracts
- 4. Discharge by Alteration or Assent
 - 4.1. Rescission and Release
 - 4.2. Substituted Performance or Contract, Novation, and Accord and Satisfaction
- 5. Performance and Nonperformance of Contractual Obligations
 - 5.1. Time, Order, and Place of Performance
 - 5.2. Approval and Sufficiency of Performance
 - 5.3. Performance as Discharge and Nonperformance as Breach
 - 5.4. Total and Partial Breach
 - 5.5. Excuses for Nonperformance or Defective Performance
 - 5.6. Impossibility, Impracticability, and Frustration of Purpose

6. Remedies
 - 6.1. Enforcement by Specific Performance or Injunction
 - 6.2. Enforcement by an Award of Damages
 - 6.3. Rescission and Reformation
 - 6.4. Restitution
 - 6.5. Limitations on Damages: Causation, Certainty, Foreseeability;
Avoidable Consequences and Mitigation
 - 6.6. Liquidated Damages and Penalties
 - 6.7. Preclusion of Remedies Through Election and Affirmance
7. Third-Party Beneficiaries
8. Assignment of Rights and Delegation of Duties
9. Quasi-Contracts or Contracts-Implied-in-Law; Restitution as Basis
for Recovery