

1944

## Contracts I: Final Examination (January 24, 1944)

William & Mary Law School

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1. X agreed in writing to buy some property from Y on the following terms: \$100 down, balance at the rate of \$20 per month until the full purchase price of \$1,000 should be paid. After paying at the above rate for several years X had some financial reverses. He wrote Y requesting that the monthly payments be reduced to \$10 per month. Y granted this request. Thirty months later X came into possession of ample funds but refused to pay Y more than \$10 per month whereupon Y sued X for \$300 insisting that the original contract was still in force. What result?

2. X paid Y \$1,000 for Y's oral promise to give him a deed to certain real property, but before the deed was executed X demanded the return of his money. Instead Y sent X the deed he had promised. X refused to accept the deed and sued Y for \$1,000. Result?

3. P sent D a written offer to purchase 4,000 poles of a certain kind at an agreed rate of \$20 per pole. D added the words, "more or less" after the words 4,000 poles and wrote on the letter "accepted, D," and returned the letter to P who struck out the words "or less". D refused to sell the poles to P who sued D for breach of contract. Result?

4. X offered Y, an eighteen year-old boy, a job at \$2,400 per year as Junior Engineer, a position Y was qualified to fill. Y accepted the offer and reported for work. He was then told that the offer was a mistake as Y had not yet obtained an engineering degree, but that he could have a job as a computer at a salary of \$1,800, Y took this job for a year, and then sued X for \$600. Result?

5. A negligently ran over B with his automobile. B accepted \$500 and signed a written release. It later turned out that B's injuries were much greater than supposed, and B sued A for \$5,000. B proved facts that would entitle him to at least \$5,500 damages had no settlement been made. What judgment?

6. X sent Y a friendly letter at the end of which he wrote, "With respect to the \$5,000 note you owe me it is over six years past due. I hope you can make arrangement to repay the loan." Y wrote back, "I was glad to hear from you. With respect to the note, I am certainly ashamed that it has been outstanding so long, and I appreciate your patience very much." Two years later Y died and his personal representative refused to pay the note. X brought suit. Result?

7. a) What is the opposite legal relationship of "power"?  
b) What is the correlative of "power"?  
c) Give an example of a legal "immunity."  
d) and e) Under most honor systems the honor council has a \_\_\_\_\_ that students report offences of which they are aware, students are under a \_\_\_\_\_ to report, and both the innocent and guilty are under a \_\_\_\_\_ that they may be dismissed from college for alleged violations of the system.

8. X offered to work for Y for ten months, believing that he was 4-F. However, X was unexpectedly reclassified 1-A and inducted into the Service. After the induction, but before Y had heard of it, Y wrote X a letter accepting the offer. A year later X was given a medical discharge and Y then sued X for breach of contract. What result?

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CONTRACTS I

FINAL EXAMINATION

Jan. 24, 1944

9. When, if ever, and why is doing what one is already bound to do a valuable consideration for a return promise?

10. H and his wife, W, supported W's mother in their home for fifteen years all of which time W's mother was unable to work. At her death H and W put in a joint bill for fifteen years' board and room.

Should the mother's personal representative pay it if it is reasonable in amount?