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Contracts: Special Examination (1954)

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1. A owed B \$1,000 past due. | A wrote to B: "I am unable to pay you now the \$1,000 which I owe you, but I inclose herewith my check for \$500 which I offer you in full satisfaction of all claims." | If you do not care to accept it as such, return it to me." The inclosed check was marked on its face: "In full of all claims of B." After accepting and collecting the check, B sued for the balance of the debt. State whether or not he could recover, and why ?

2. A contracted to build a house for B, | the last payment of \$2,000 to be made "when the house is completed according to specifications." | When the house was completed B refused to pay on the ground that A had used a cheaper grade of paint on the exterior than that specified. | A sued B. What judgment and why ?

3. On April 1, A agreed to build a barn for B according to plans and specifications, and to have the same complete and fit for use by September 1st following. On August 20th when the barn was nearly completed, it was struck by lightning and burned. What are the rights of the parties ?

4. A fire insurance policy was expressly conditioned on no gasoline being left on the premises at any time during the term of the policy. | The insured left gasoline on the premises for a time after the policy was issued but after a few weeks discontinued that practice. | A month later the premises burned. Is the insurer liable ? Give reasons.
objective impossibility
act of God rendered one party incapable of performance.

5. In case of doubt is an offer construed to invite the formation of a bilateral or an unilateral contract ? Give reasons. } *Paradine vs. Jane.*

6. X insured his premises against fire in the sum of \$20,000. He gave his note payable six months from date for \$200 for the first premium. He failed to pay the note when it was due. Two months after the maturity of the note, the premises burned. Is the insurer liable ? Give reasons.

7. X of Iowa owned Blackacre in Virginia. | X wrote Y of Williamsburg: | *Writing*
 "I hereby sell Blackacre to you, Y, for ten thousand dollars cash receipt *Seal*
 of which is hereby acknowledged. X Seal". | Does the above instrument pass *delivered*
 the legal title to Blackacre ? Give reasons.

8. X, Y and Z each owned an undivided third interest in Blackacre. | Each gave A a power of attorney duly sealed and acknowledged appointing A his agent to sell Blackacre for \$10,000. | However Y when he mailed his power of attorney to A stipulated in an attached letter that it was expressly conditioned on him, Y, getting one half of the proceeds. | A sold the land and paid X, Y and Z each a third. Y sued A for the difference between a half and a third. What judgment and why ?

CONTRACTS- SPECIAL EXAMINATION

9. R robbed a store and stole a check payable to the order of the storekeeper. R forged the storekeeper's name to the check and gave it to A for value who cashed it at the bank on which it was drawn. When the officers of that bank discovered the forgery they sued A for the amount of money the bank had paid him. What judgment and why ?

10. X orally offered to sell Blackacre to Y for \$20,000 and agreed that Y could have thirty days in which to decide whether or not he wished to purchase at that price. Y died on the third day and Y's personal representative wrote X two weeks later that he had decided to accept the offer. Is X bound ? Give reasons.