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Contracts: Final Examination (Summer 1957)

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CONTRACTS

Final Examination

Summer Session, 1957

I.

On entering the employ of B, A deposited \$150 as a guaranty of payment of sums to be collected by A for B. Upon leaving B's employ, A demanded the return of the \$150. B asserted the right to retain \$75 for moneys collected and not properly accounted for by A. B sent A his check for \$75 as full settlement. A retained the check and sued for the balance. As a matter of fact, A had collected and failed to account for only \$20. What decision?

II.

A, knowing that B had a certain lot for sale, went to examine it, but by mistake looked at the wrong lot. A thereupon entered into a written contract of purchase with B for his lot. Later, upon ascertaining his mistake, A gave notice of rescission, and brought this action to set aside the contract and recover the deposit paid. Should A succeed?

III.

A, a brother of B, offered to support B during the rest of her life if she would come to live with him and his family in California. B gave up her position in New York and went to California with the intent of accepting A's offer. Prior to her departure from New York, A died, but this fact was not known to B until her arrival in California. Has B a claim against A's estate?

IV.

A promises to pay B \$5 if B will haul a load of freight from A's warehouse to the dock in time to load it upon the boat America before she sails. B loads the freight upon his truck and starts for the dock. When he is half way there, X offers him \$50 if he will haul X's freight to the dock in time to catch the boat. B thereupon unloads A's freight on the street, takes X's freight to the dock, returns and reloads A's freight, but, as the boat has already sailed, he takes A's freight back to A's warehouse. Has A any cause of action against B?

V.

On November 1st A wrote B, offering him ten tons of coal at \$15 per ton, the offer to be accepted by return mail. On November 2d B, answering by return mail, offered to pay \$14 per ton. On November 3rd A wrote a second letter to B, identical with his letter of November 1st. On the same day B mailed an acceptance of A's original offer. The letters crossed in the mail. Was there a contract between the parties on November 4th?

VI.

A promises to build for B a house of certain specifications, in consideration of which B promises to pay A \$20,000 if the house is completed by October 1, 1926, or \$15,000 if it is completed between October 1 and the close of November 1, 1926, or \$10,000 if it is completed between November 1 and the close of December 1, 1926. Is this agreement valid as to the amounts so stated?

VII.

A and B entered into a contract for the purchase and sale of certain real property at a price to be fixed by X and Y. X refused to participate in the fixing of the price. What are the rights of the parties?

VIII.

G, a general contractor, before making a bid on a construction job, asked S, a subcontractor, to make G an offer on the plumbing. S offered to sell and install the plumbing for \$20,000 if G's bid was accepted by the owner. G made a bid of \$200,000 based in part on the supposition that he could get the plumbing installed

for \$20,000. After G's bid was accepted but before S had been notified of that fact, S discovered that he had made a \$10,000 mistake and notified G that his offer was withdrawn. Does G have a cause of action against S for breach of contract? Give reasons.

IX.

An employer said to his employees (no writing), "You boys stick with me for five years and I will give each of you a \$1,000 bonus." One of these employees asked L, a lawyer, if he would be entitled to the \$1,000 if he worked the five years. What should he advise and why?

X.

X gave an option on Blackacre to be good for thirty days. The option concluded, "Witness my hand and seal" and was signed by X but there was no seal of any sort. By the terms of the option Y was to have the right to buy Blackacre for \$25,000 cash payable on October 1, 1956. X died during the thirty day period. Within this period, but after X's death, Y notified X's personal representative that he had decided to buy Blackacre as per the terms of the option. Is Y entitled to the land on October 1, 1956, if he tenders the \$25,000? Give reasons.