CONTRACTS
MID-TERM EXAMINATION - SPRING 2005
PROFESSOR SULLIVAN

Each question is worth 5 points!

QUESTION ONE

Martin Rednuck suffered a prolonged illness, throughout which he had visits by the congregation's spiritual leader, Rabbi Abraham. During several of these visits, and in the presence of witnesses, Martin made an oral promise to give the Congregation $100,000.00. The Congregation planned to use the $100,000.00 to transform a storage room into a library named after Martin Rednuck. The decedent died intestate. Is Martin's promise enforceable?

Fully support your answer.

QUESTION TWO

PROBLEM: THE CASE OF SUSAN THE SELLER

Susan wrote Jenny that she had a good lot of land and asked Jenny if she wanted it. Jenny wrote Sue that if it was buildable she would pay $300,000.00. Susan wrote Jenny the land was in fine condition but she only wanted $270,000.00. Jenny wrote Susan that she would pay no more than $200,000.00 for the land. Susan wrote Jenny that she wouldn't take less than $240,000.00 for the land. Jenny and her brother each wrote a letter to Susan on the same day and the letters were delivered to Susan on the same day. Jenny wrote she would pay $240,000.00. Jenny's brother wrote that he would accept the offer Susan made to sell the land to his sister for $270,000.00 and enclosed a certified check in that amount. Susan comes to you for advice.


QUESTION THREE

For years Paula Purchaser has sought to buy a lot on Lake Wobegon owned by Vincent Vendor. Last week Paula made yet another attempt to purchase the land, a one acre lot with lake frontage and the only property owned by Vince, and this time the latter was agreeable. While discussing the matter at Vince's house, they agreed upon all of the essential terms, including the cash price of $10,000. After "shaking on it," Paula wrote a check for $1,000, down payment on the purchase. The check was made out to Vincent
Vendor and contained the following legend: "1,000 down on lot on Lake Wobegon, balance due $9,000." The following week, however, Vince changed his mind about selling and tendered the check back to Paula. Does Paula have legal recourse? Fully support your answer.
Professor Sullivan

Contracts Examination - Day - Spring 2002

Question One (Worth 5 points)

Lance Lawyer has a very successful law practice in Andover, Massachusetts. One day, while reflecting back on his law schools days, Lance decided to make a pledge to Massachusetts School of Law ("MSL") as he remembered how tough it was to get a good meal there. He wrote the Dean: "In consideration of my desire to enhance the quality of campus life for evening students, I hereby pledge the sum of $35,000.00 to be paid as soon as MSL submits plans to me for a brick oven pizzeria in the student cafeteria. The pizzeria shall be called "Lance Lawyer's Pizzeria".

The Dean wrote Lance thanking him saying the school would commence work immediately on planning the pizzeria. The Dean appointed a committee to undertake the project and then contacted the student paper to write about Lance's generous donation.

Before the paper came out, the Dean received the following note from Lance:

"Disregard my last letter. I withdraw my pledge as I've decided life should be a struggle for law students."

Could MSL hold Lance to his pledge? Fully support your answer.

Question Two (Worth 10 points)

In January, Larry Beade, a building contractor was preparing a bid for the construction of a new building. To produce an accurate bid Larry needed to know subcontract prices for plumbing, electrical, etc. On January 10, Larry sent the building specifications to a number of potential subcontractors inviting them to bid by January 23rd, explaining he needed bids by that time so he could submit his bid for the whole project.

True Electricians was an electrical company invited to bid on the electrical work. After studying the specifications, True Electricians calculated the amount of material and labor required and submitted a written bid for $100,000. The bid stated: "This bid is open for your acceptance within a reasonable time after you have been awarded the prime contract."

Upon receiving the bid on January 23rd, Larry compared it to others received and it was $25,000 lower than the next lowest bid. So, Larry decided to use True Electricians and included their figure in the bid to the owner. Larry submitted his bid on January 24th, and the owner accepted it on January 25th.

Larry immediately prepared a letter to True Electricians notifying them that their bid had been successful and he would use them on the project. Just before the letter was mailed Larry received a fax from True Electricians stating that upon verifying its calculations after submitting its bid it had discovered it had mistakenly omitted the cost of electrical wire. As a result, its cost had been underestimated by $30,000 and they would lose money at the bid price. True Electricians
apologized for the mistake and stated they must withdraw the bid unless Larry increased their bid by $30,000.00.

Larry responded that he already committed himself and accordingly must keep True Electricians bound to its original bid.

If litigated, what result? Fully discuss all issues.
stating he'd have no choice but to withdraw. Candy Contractors ultimately had to hire someone else at a cost of $350,000.00 more than it originally expected thereby depriving Candy of most of its profit.

Candy sues Dill for the $350,000.00.

A. What result? Fully support.

Question Five - Worth 10 Points

Label and explain the following promises and/or conditions.

A. Lessor and lessee enter into a real property lease. The monthly rental is $2,000.00 payable in advance by the first day of the month. The lessee has a right to renew for an additional year provided he gives notice to the lessor no later than 30 days prior to the end of the first year. The renewal rent is $2,200.00 unless the lessee satisfactorily repays the property in the first month of the renewal period and then the renewal rent would be $2,100.00 monthly.
Professor Sullivan  
Contracts - Day Class  
Mid-Term Examination  
Spring 2003

**Question One**  
(Worth 5 Points)

Mandy Polo filed a claim against the estate of William Caron, contending he was entitled to money promised to him by Caron for personal services provided by Polo.

The promises were allegedly memorialized in a writing in letter form which stated:

"Mandy Polo, this is to let you and your lovely family know that if I, William Caron, predecease you, or if you die before your loan to me is paid in full, then the outstanding balance of your $50,000 loan to me, dated January 28, 2001, is immediately cancelled. However, if you survive me, I leave you, Mandy Polo, one hundred times the balance of that loan owed to me. Thank you for two of the best years of my life. You are very special to me and always will be."

Love (/s/ William Caron)

January 28, 2001

William Caron died on November 8, 2002. What result? Fully support your answer.

**Question Two**  
(Worth 10 Points)

The controversy stemmed from the construction of the Massachusetts School of Medicine.

In such a building project there are basically three parties involved: the letting party, who calls for bids on its job; the general contractor, who makes a bid on the whole project; and the subcontractors, who bid only on that portion of the whole job which involves the field of its speciality. The usual procedure is that when a project is announced, a subcontractor, on its own initiative or at the general contractor’s request, prepares an estimate and submits a bid to one or more general contractors interested in the project. The general contractor evaluates the bids made by the subcontractors in each field and uses them to compute its total bid to the letting party. After receiving bids from general contractors, the letting party ordinarily
awards the contract to the lowest reputable bidder.

The usual method of operation in the construction industry was followed in the construction of the Massachusetts School of Medicine. The letting party, the Board of Education advertised for bids for the construction of the school. Barry was one of the general contractors who responded. Sandy, a manufacturer of ready mixed concrete, learned through a trade journal what general contractors had bid on the project. After examining the specifications relating to concrete for the project, Sandy as a subcontractor wrote the interested general contractors with reference to supplying the concrete required. Its letter to Barry dated 11 March 2002, read as follows:

The Barry Company  
P.O. Box 4  
Andover, MA 01810  
Attn: Mr. Vernon

Re:  Mass School of Medicine

Dear Sirs:

We are pleased to submit a quotation on ready mix for the above mentioned project. Please take note that the price will be guaranteed to hold throughout the job.

3,000 psi concrete $21 per yard, net.

Hope that you are successful in your bid and that we may be favored with your valued orders.

Very truly yours,

Sandy Corporation  
/s/ Sarah Wickstein, Representative

Barry was the successful bidder. About 24 May 2002, fifty nine days after the bids were opened, it was informed that it had been awarded the job as the general contractor. There was no written notification by Barry to Sandy that Sandy would supply the concrete. Vernon, Barry's Engineering Manager, testified that he notified subcontractors "as soon as we get a contract that they are going to get one." He verbally notified Sarah Wickstein, Sandy's representative, that Sandy was to furnish the concrete for the job". "Sarah always asked me "Are we good on that job? Are we going to furnish that job? I said, "yes, give me
a mix design, like we always do." That was the way Sandy was notified on other jobs for which Sandy was to supply the concrete.

Sandy began delivering concrete on the job on 11 July 2002. As shown by Sandy's ledger sheets listing invoices to Barry, deliveries were made a number of times a day on various days to supply the concrete to be poured from time to time. Sandy billed Barry at the rate of $21 per yard in accordance with its letter of 11 March 2002 and the parties were apparently content.

Trouble started in late October. On 24 October 2002, Sandy wrote Barry: "Due to numerous increases in the cost of cement and other raw materials absorbed by our company since our last increase, we are forced to raise our ready mix prices effective November 1, 2002....We regret we are unable to give any protection on jobs in progress. The price of the kind of concrete required for the school was increased to $27 per yard. The letter was signed for Sandy by its Sales Manager, and he testified that it was a form letter sent to all of Sandy's customers. Barry responded under date of 12 November 2002, its Engineering Manager wrote Sandy:

I have received your form letter dated, October 24, 2002. I assumed then and will continue to assume that this was meant for projects that you have not made a commitment and not, therefore, the Massachusetts School of Medicine, for which the concrete price is guaranteed for the project duration.

If this is incorrect, correspond directly by letter to our office that you intend to default your contract.

As a result of the letter of 12 November, the President of Sandy called the President of Barry "to further amplify the fact that we were forced to raise our prices and to indicate to him that we would be most delighted to deliver concrete to the...school at the price of $27.00. Barry's President testified that Sandy's President explained the necessity for the price increase, intimating that otherwise Sandy might have to discontinue business. Barry told Sandy it could not accept the increase "because we had bid the job on firm prices."

As of 1 November 2002, Sandy charged Barry $27.00 a yard for concrete delivered to the job. Sandy's last delivery was on 13 November.

Sandy brings suit. What result? Fully support your answer.

PROFESSOR SULLIVAN
CONTRACTS
MID-TERM EXAMINATION 2004

QUESTION ONE

Harry Employer told his employees that whoever sold the most XT-1000 computers at his Main Street location each month during the year 2003, would have their name entered into a drawing, and the winner of the drawing would receive an all expense paid vacation to Orlando, Florida.

On or about January 8, 2004, Harry informed James that he sold more computers during the month of December than any other employee, and his name was placed in the box for the drawing. Two weeks later, James’s immediate supervisor told him he won the drawing.

On January 25, 2004, James's supervisor told James he was only joking that Jessica was the true winner of the sales contest.

Harry’s employees are at-will employees who work without written contracts. The company’s personnel manual required any employee to give two weeks notice prior to terminating employment, unless Harry Employer is terminating the employee for cause. Every employee received a copy of the policy manual when they began work.

James quits and sues for the value of the paid vacation and one years salary.

What result? Fully support your answer.

QUESTION TWO

Steve Smith is a broker living and working in North Andover, MA. Betty Hall is an attorney based in Lawrence, MA.

At 8:00 a.m. on Monday, June 1, 2003, Steve faxed Betty a letter stating that he had 40 acres of undeveloped land, at the intersection of Route 28 and River Road, which he would sell her for $1,500.00 per acre. Steve’s letter also stated: “Unless I receive your written acceptance by 5:00 p.m. on, June 4, 2003, my offer will expire. I will not
offer this same acreage to anyone else until 6:00 p.m. on Thursday, June 4, 2003 or until you reject this offer, whichever occurs first. Across, the bottom of Steve's letter was printed the following:

Steve Smith, Realtor
113 Winthrop Avenue
North Andover, MA 01845
telephone: 978-681-0800
facsimile: 978-681-6330
e-mail: steves@113.com

At 1:00 p.m. on June 4th, just before she rushed out of town, Betty sent an e-mail to "steves@113.com" stating "I agree to buy your 40 acreage for $1,500.00 per acre." Betty's e-mail reached Steve's e-mail box less than one minute later but he didn't check his e-mails until 11:00 p.m. on the 4th of June. By then, Steve had sold the acreage to an old friend (at 7:30 p.m.). At 7:35 p.m. Steve sent an e-mail to Betty informing her he was revoking his offer because he'd just sold the acreage.

Professor Sullivan  
Contracts - Night Class  
Mid-Term Examination  
Spring 2003

**Question One - Worth 15 Points**

Plaintiff James Dean appeals from an order of the circuit court of Happyville County dismissing his complaint for breach of contract for permanent employment against defendant Histakes Corporation.

Dean filed an amended complaint the subject of this appeal, alleging that Histakes hired him in April of 2000 to perform work until January of 2002. In December of 2001, however, he attended a dinner conference with the company's president, Hi Handsome. At that time Handsome "made an offer [to him] to alter, change and modify the terms and conditions of [his] contract of employment." The terms and conditions were that he "would be made a Vice-President of Histakes earning $200,000.00 per year if he "would obtain a law degree" and, if he accepted the offer then and there," he would immediately be designated a permanent employee of Histakes and also appointed a member of the President's Council for which he would assume and become responsible for a policy making role for Histakes. Handsome also promised that Histakes would contribute one-half of his expenses incurred in obtaining his J.D. while he would be responsible for the other one-half. He immediately accepted the offer, thereby becoming a permanent employee. One week later, he attended his first meeting as a member of the President's Council. He then enrolled at MSL to begin his JD program.

Dean's complaint alleged that he continued working assuming additional duties and responsibilities as a policy maker for Histakes. On November 1, 2002, Histakes terminated Dean's employment without cause.

What result on appeal? Fully analyze.

**Question Two - Worth 10 Points**

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In such a building project there are basically three parties involved: the letting party, who calls for bids on its job; the general contractor, who makes a bid on the whole project; and the subcontractors, who bid only on that portion of the whole job which involves the field of its speciality. The usual procedure is that when a project is announced, a subcontractor, on its
own initiative or at the general contractor's request, prepares an estimate and submits a bid to one or more general contractors interested in the project. The general contractor evaluates the bids made by the subcontractors in each field and uses them to compute its total bid to the letting party. After receiving bids from general contractors, the letting party ordinarily awards the contract to the lowest reputable bidder.

The usual method of operation in the construction industry was followed in the construction of the Massachusetts School of Medicine. The letting party, the Board of Education advertised for bids for the construction of the School. Barry was one of the general contractors who responded. Sandy, a manufacturer of ready mixed concrete, learned through a trade journal what general contractors had bid on the project. After examining the specifications relating to concrete for the project, Sandy as a subcontractor wrote the interested general contractors with reference to supplying the concrete required. Its letter to Barry dated 11 March 2002, read as follows:

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/s/ Sarah Wickstein, Representative

Barry was the successful bidder. About 24 May 2002, fifty nine days after the bids were opened, it was informed that it had been awarded the job as the general contractor. There was no written notification by Barry to Sandy that Sandy would supply the concrete.
Vernon, Barry’s Engineering Manager, testified that he notified subcontractors “as soon as we get a contract that they are going to get one.” He verbally notified Sarah Wickstein, Sandy’s representative, that Sandy was to furnish the concrete for the job”. “Sarah always asked me "Are we good on that job? Are we going to furnish that job? I said, “yes, give me a mix design, like we always do.” That was the way Sandy was notified on other jobs for which Sandy was to supply the concrete.

Sandy began delivering concrete on the job on 11 July 2002. As shown by Sandy’s ledger sheets listing invoices to Barry, deliveries were made a number of times a day on various days to supply the concrete to be poured from time to time. Sandy billed Barry at the rate of $21 per yard in accordance with its letter of 11 March 2002 and the parties were apparently content.

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As of 1 November 2002, Sandy charged Barry $27.00 a yard for concrete delivered to the job. Sandy’s last delivery was on 13 November.

Sandy brings suit. What result? Fully support your answer.
Professor Sullivan  
Contracts Examination - Night - Spring 2002

**Question One** (Worth 5 points)
On December 23, 2001, my Uncle Sam and I went out for an evening stroll. After our walk, while seated in my living room, he said to me, "Diane, there will be few relatives at my funeral. I think so much of you for coming to Aunt Mable's funeral in that terrible ice storm. I want you to attend my funeral Diane, if you outlive me, and I think you will and I will give you $10,000 and pay your expenses. I want you to come." I agreed to come if I lived, and was notified of his death. My uncle repeated "I want you to come to my funeral. If you agree to come and attend my funeral if you outlive me, I will give you $10,000 and pay all expenses. It is a long way to come, but I want you to come." I promised upon my honor to attend his funeral if I was then living and was informed in time to get there.

I saw Uncle Sam again in January of 2002. He reminded me not to forget my agreement or promise to attend his funeral. I responded "I will not. I shall come if I am able and am informed in time to get there."

My Uncle Sam died in February. I attended his funeral.

Query: Is my Uncle's promise to pay me $10,000 enforceable? Fully support your answer.

**Question Two** (Worth 10 points)
Sam Smith had been negotiating with Richard Cleaver for the purchase of a lot of land. By February 1, 2002, they had reached agreement on the important terms, but Sam was not positive he truly wanted the property so Sam asked for time to think it over. Richard agreed to give Sam a short time to make up his mind. On February 1, he wrote the following document and gave it to Sam.

I, Richard Cleaver am willing to sell my property to Sam Smith for $150,000 subject to the following terms . . . (the note then set out the material terms). If Sam wishes to buy this property, he must notify Richard in writing by 5:00 p.m. on February 3, 2002. Richard hereby promises not to sell the property to anyone else or to withdraw this offer prior to the date.

Sam agonized over the purchase. On February 2, he wrote a note to Richard accepting his offer, but decided to wait a little before delivering it to Richard, just in case he changed his mind.

Finally, on the morning of February 3, he decided for sure to buy the property. Sam called Richard to inform him that he decided finally to buy the property. When Richard answered the phone, Sam said "Good news, I've decided to accept your offer. I'm coming over right away with a written acceptance." Richard replied, "Sorry, I was offered a better price by someone else and I've just sold the property."

Does Sam have any recourse against Richard. Explain fully.

mydocs\diane\contracts mid-term 2002-night
Professor Sullivan
Contracts Examination - Night
Spring 2002

Question One

On December 23, 2001, my Uncle Sam and I went out for an evening stroll. After our walk, while seated in my living room, he said to me, "Diane, there will be few relatives at my funeral. I think so much of you for coming to Aunt Mable's funeral in that terrible ice storm. I want you to attend my funeral Diane, if you outlive me, and I think you will and I will give you $10,000 and pay your expenses. I want you to come." I agreed to come if I lived, and was notified of his death. My uncle repeated "I want you to come to my funeral. If you agree to come and attend my funeral if you outlive me, I will give you $10,000 and pay all expenses. It is a long way to come, but I want you to come." I promised upon my honor to attend his funeral if I was then living and was informed in time to get there.

I saw Uncle Sam again in January of 2002. He reminded me not to forget my agreement or promise to attend his funeral. I responded "I will not. I shall come if I am able and am informed in time to get there."

My Uncle Sam died in February, I attended his funeral.

Query: Is my Uncle's promise to pay me $10,000 enforceable? Fully support your answer.

Question Two

Tommy Trouble owned a mountain bike that he often left against the stairway of the family home. One day, his mother, having grown tired of nagging him, issued an ultimatum: She told Tommy the next time she found the bike obstructing the stairway, she'd lock it in the garage for two weeks. The next day, Tommy left his bike blocking the stairway. When Tommy's mother saw the bike, she resolved to take it to the garage later. Unlikely, Tommy's mother forget and the bike was stolen.

Tommy blames his mother for the loss because had she locked up the bike as threatened, it would not have been stolen. Is Tommy entitled to claim the value of the bike from Mom?

Fully explain your answer. Discuss all contract issues.

mydocs\diane\contracts mid-term 2002-night
Day Contracts Spring 2001
Professor Sullivan
Mid-Term Examination

Scoring:
10 Points Each Essay Question

Question One

Professor Socratic decided to retire after 10 years of teaching at the Massachusetts School of Law. On his last day of work Dean Velvel called him into his office and gave him the following note signed by the Board of Trustees.

In recognition of your dedication to this institution, we are honored to provide you an all-expense paid, two week vacation at the hotel of your choice anywhere in the United States. Once you decide on your destination, please call the institution's travel agent to make the arrangements. We hope that this trip will be a joyful beginning to your well deserved retirement.

Professor Socratic spent a happy few weeks planning his vacation. When he called the travel agent, she denied any knowledge of this arrangement and said she had not been authorized to book the trip. Professor Socratic called the Dean, who told the Professor the trustees decided on drastic cut backs including the withdrawal of its promise to the professor.

Query: Can the professor hold MSL to its promise? Fully support your answer.

Question Two

Frank Fictitious, another employee of MSL, had also worked for MSL 10 years. Although he was once a superb worker, he'd recently become absent minded. His work was not satisfactory. The Dean was going to fire him, but the Associate Dean dissuaded him from doing so by pointing out that such a dismissal would demoralize the staff. The Dean therefore offered Frank a year’s pay if he would retire. Frank accepted and submitted his resignation. That evening, the Dean had second thoughts, realizing he would have to justify this decision to the Board. Accordingly, the next day, the Dean called Frank into his office, revoked the promise, and dismissed him.

What result if Frank sues? Fully support.
Mid-Term Spring 2001
Professor Sullivan

Each multiple choice question is worth 1 point.
Choose the best of the possible answers for each question.

Question One

Uncle promises to pay niece $10,000 if niece quits her job (she’s now employed as a bartender) and attends law school. The $10,000 will be paid on graduation day. The Uncle is an attorney and believes the law is a nobler profession and wants his niece to follow in his footsteps. The promise is:

A. Supported by consideration and therefore enforceable.
B. A gift and therefore unenforceable.
C. Enforceable under the doctrine of promissory estoppel.
D. Enforceable under the doctrine of equitable estoppel.

Question Two

One evening after class, Professor Socratic falls down a flight of stairs at the law school where she is employed. The Dean of the school, rushes the unconscious professor to a nearby hospital. The Dean tells the admitting department, “if Professor Socratic doesn’t pay her bill, the law school will.”

Assume Professor Socratic fails to pay her bill. If the hospital succeeds in a suit against the law school it will most likely be because:

A. Contracts of suretyship are not within the Statute of Frauds.
B. The Dean, on behalf of MSL, undertook original liability.
C. The Main Purpose Rule.
D. Novation.

mydoc$diene$contracts mid-term 2001
1. On February 15, 2000, the plaintiff wrote to the defendant, stating that he had an “excellent idea to increase the sale of your product JELL-O, making it available to children.” Several days later, the defendant sent the plaintiff an “Idea Submittal Form” (ISF) which included a form letter and/or space for explaining the idea. In that form, the plaintiff suggested, in essence, that the product “be packaged and distributed to children under the name “WIG-L-E” (meaning wiggly or wiggley) or “WIGGLE-E or WIGGLEEE or WIGLEY.” He explained that, although his children did not “get especially excited about the name JELL-O or wish to eat it,” when referred to by that name, “the kids really took to it fast” when his wife “called it ‘wiggle-y’ noting that they then “associate[d] the name to the ‘wiggling’ dessert.” Although this is the only recorded proof of his idea, the plaintiff maintains that he sent Miss Dunham the handwritten letter in which he set forth other variations of “Wiggley” including “Mr. Wiggley, Wiggle, Wigglee.”

A letter dated March 8, 2000, with the signature of Miss Durham, acknowledged the submission of the ISF and informed the plaintiff that it had no interest in promoting his suggestion. However, in July, the defendant introduced into the market a Jell-o product which it called “Mr. Wiggle.”

Plaintiff instituted legal action some months later. In addition to general denials, the answer contains several affirmative defenses, one of which recites that the defendant independently created the product’s concept and name.

Query: What result? Fully discuss.

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1The form letter -- signed and returned by the plaintiff -- recited that “I submit this suggestion with the understanding, which is conclusively evidenced by my use and transmittal to you of this form, that this suggestion is not submitted to you in confidence, that no confidential relationship has been or will be established between us and that the use, if any, to be made of this suggestion by you and the compensation to be paid therefore, if any, if you use it, are matters resting solely at your discretion.”

2Neither of these letters was found in the defendant’s files, nor did the plaintiff have the originals or exact copies
2. Tommy Trouble owned a mountain bike that he often left against the stairway of the family home. One day, his mother, having grown tired of nagging him, issued an ultimatum: she told Tommy the next time she found the bike obstructing the stairway, she'd lock it in the garage for two weeks. The next day, Tommy left his bike blocking the stairway. When Tommy's mother saw the bike, she resolved to take it to the garage later. Unfortunately, Tommy's mother forgot and the bike was stolen.

Tommy blames his mother for the loss because had she locked up the bike as threatened, it would not have been stolen. Is Tommy entitled to claim the value of the bike from Mom?

Fully explain your answer. Discuss all contract issues.

3. The following contracts are within the statute of frauds:

   (i) a promise by an executor or administrator to answer for damages out of his own estate;
   (ii) mutual promises to marry;
   (iii) contracts for sale of lands;
   (iv) agreements that will not be performed within one year of the making thereof.

   (A) all of the above
   (B) ii only
   (C) i, ii, iii
   (D) i, iii, iv

4. A contract which does not satisfy the statute of frauds requirements of the UCC but which is valid in other respects is enforceable:

   (i) if the goods are specially manufactured for the buyer and are not suitable for sale to others in the ordinary course of business;
   (ii) if the party against whom enforcement is sought admits in his pleading that contract for sale was made;
   (iii) with respect to goods for which payment has been made and accepted;
   (iv) with respect to goods which have been received and accepted;

   (A) all of the above
   (B) none of the above
   (C) i, ii, iii only
   (D) i, ii and iv only
Question One

For several months, I have been discussing selling my home at 28 Happyplace Street in Fitchburg with Bill Buyer. Finally, on March 1st, after spinning out in a snowstorm on Route 495, I sent Bill the following fax at 9:30 a.m.: "Will sell my home at 28 Happyplace Street for $150,000.00. Offer is irrevocable. Reply immediately by fax."

At high noon, Bill Buyer responds by letter: "I accept your offer to sell me your home for $150,000.00. Let's close next week."

On March 2, before Bill's letter arrives, I sent another fax to Bill revoking my offer.

On March 3, I received Bill's letter.

Discuss the rights and liabilities of the parties, if any?

Question Two

Last April, my brother Michael informed me of his acceptance to the Massachusetts School of Law. I was surprised and pleased. Michael had decided to start in the Fall of 1993.

On May 1, 1993, I wrote Michael the following note:

I am so happy you've decided to attend law school. More importantly, I'm delighted you've chosen MSL. I would like to make things easier for you. Since you will attend MSL, I'll pay your tuition while you are there.

Michael promptly replied, "Thank you for your generous offer. I had planned to borrow or apply for a scholarship, but now I won't need to."

I paid Michael's tuition for his first semester, but when the Dean fired me, I told Michael, just before his second semester, I wouldn't pay anymore.

Michael will ultimately be eligible for aid but it's too late for Michael to apply for his second semester.

Michael sues me for breach of contract. What result?

SULLIVAN/MIDTERM