

Professor Dickinson

Spring 2008

Graduate Contracts Examination**Instructions:**

1. This is the Spring 2008 final examination for the course in common law contracts required of all candidates for the MIP, LLM (IP) degrees;
2. You will have three hours within which to consider, formulate and record your responses to the questions propounded in the exam in the examination books provided unless the Dean's office has established a different time period;
3. Please record your examination number on the cover of each examination book you choose to submit;
4. You may not have any materials other than the examination, writing implements and scratch paper supplied with you during the examination administration except that you may have with you and consult a printed or electronic single purpose English-First language (not including English) dictionary. This dictionary shall not be able to be used for any purpose other than that of a dictionary.

The advice:

Three hours is more than enough time for you to read, consider and respond to the examination questions. Use your time to deliberately consider each question to the purpose of determining the best solution compelled by the law to the problem presented. DO NOT be impulsive or begin to write about the first thing that occurs to you. Use the questions as opportunities to demonstrate your facility with the law of contracts by resolving the questions presented through the examination questions. The task is to address and resolve the questions presented and then to articulate in writing the reasons supporting the resolution you have determined.

Part I

On April 16, 2008, Able, a homeowner, received the following letter from Baker, a young man who has just determined to enter the landscaping business: "We are having a special on home care services. The pre-fall lawn care special is going for \$100.00 if ordered before the end of May 2008. This is a one time offer good until the end of May." Able thought this looked like a great deal and immediately sent a check made payable to Baker for \$100.00. Baker received the check and went to Able's house the week before the calendar printed that fall was to begin. He cut the lawn, raked up a little of the cut grass and pulled a few weeds. When he finished, he left a note explaining that he had completed the work as they had agreed and that he looked forward to doing business with him again. Able came home that evening and looked over the work done by Baker. He was furious because Baker had not reseeded the lawn, fertilized, or trimmed it and had left leaves blowing across the lawn. Able has brought an action for breach of contract against Baker.

- 1) Assuming that everything written above is properly proven to the court how should the court determine the question? Be sure to state the reasons for that decision.

Part II

Jack and Jill have engaged in an intermittent extra-marital relationship for more than five years. To Jill's angrier and angrier disappointment the relationship has not progressed towards any real commitment even though Jack continues to presume that things will go on as they have even though he will not engage in the commitment conversation. Jill's resentment finally matures into a conclusion that the combination of Jack's presumptuousness and refusal to discuss the future is seriously disrespectful to her in a way that requires that she take some action. The next time Jack failed to meet Jill for dinner as promised because he spent the afternoon with friends at a bar Jill refused to go to dinner when Jack called and then complained that Jack had not kept his promises in the past and asked for "something in writing" Jack replied: "you figure out what you want and I will sign it". The next time Jack called upon Jill she presented him with a one page typewritten document. The document was titled "Agreement". Jack signed without objection. The "Agreement" specified a number of "conditions" made by Jill, these included: Jack to reimburse Jill for certain expenses related to maintaining Jill's home, that Jack could visit at stated intervals but then only after calling first and that the couple had to take one vacation trip each year together as well a condition that Jack present Jill with a present of new jewelry once each year. In the hope that it would help the pill of Jill's assertiveness and conditions go down easily Jill addressed one of Jack's complaints in the "agreement"

by placing at the end the condition on her that she not make calls to Jack's home or offices without Jack's prior permission.

- 2) Jack and Jill had a falling out when Jack refused to forgive a small mortgage debt he held against Jill's house. Jill has retaliated by claiming that if Jack tries to collect the mortgage debt in court she will sue him for various failures to meet the conditions of the "agreement".
 - a) Jack consults you to discover his legal rights and responsibilities under these circumstances. Advise Jack of his legal rights and responsibilities assuming the facts are as described above.

SEE: 520 A.2d 1307 (Me.1987).

PART III

Worker agreed with Boss to work for Boss for one year for which he would be paid \$120.00 beginning in January 2007. Worker met all of Boss's requirements until the sun began to shine in April and worker determined to quit and go fishing.

- 3) Worker did not return for work with boss in May or any month thereafter and Boss has refused Worker's demand that he be paid for the work Worker performed for boss before Worker quit.
 - a) Is Boss legally obligated to Worker as Worker claims? Be sure to articulate the reasons for your conclusion (If so why and for how much? If not why and why not?).

See: 6 N.H. 481.

END of Examination
