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T. C. Williams School of Law, University of Richmond: Contracts I Exam, 27 Jan 1940

University of Richmond

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CONTRACTS I Examination

January 27, 1940.

Professor Doubles

- I. 1st: 9 A.M. S in California posts an offer to B in N.Y. offering to sell a horse. (The terms satisfying all requirements of an offer.)
B received this offer on 4th at 9 A.M.
- 1st: 2 P.M. B in New York posts an offer to S in California offering to buy the same horse on the same terms set out in S's offer. S received this offer on 4th at 2 P.M.
- 3rd: 5 P.M. S posts via air-mail a revocation of his offer. B receives it on the 5th at 2 P.M.
- 5th: Noon S posts via air-mail an acceptance of B's offer. B receives it on the 7th at 11 A.M.
- 5th: 1 P.M. B telegraphs an acceptance of S's offer. S received it on the 8th at 1 P.M., due to delay in transmission.
- 7th: 9 A.M. S telegraphs a rejection of B's offer. B received it on the 7th at 10 A.M.

Discuss the effect of these communications upon the formation of a contract.

II. Under a city ordinance, any property owner on Elm Street who wished to object to the laying of street car tracks on Elm Street, must file his objection on or before June 1, 1939. X, the only property owner who was preparing to object, contracted with Y that he would not do so. X then wrote to Z, a property owner on Elm Street, on March 1, 1939: "If you pay me \$50, I promise not to object to the laying of street car tracks on Elm Street." Z replied immediately: "Replying to yours of March 1, 1939, I promise to pay you the \$50 on June 2, 1939, if you refrain from objecting." X did not file an objection. Z refuses to pay. Can X recover \$50 from Z? Discuss.

III. On January 1, 1930, X caused a circular to be printed and distributed in Hanover County offering a reward of \$1000 to anyone who would give information leading to the recovery of X's dog, a remarkable pedigreed hunter with peculiar white markings of his feet and ears. On June 1, 1930, X caused an advertisement to be inserted in the Hanover Weekly Gazette, revoking the \$1000 offer, and reducing the offer to \$250. On November 1, 1930, X was attending a dog show at the farm of Z, in Henrico County, who had no knowledge of the offers. During the course of casual conversation, Z remarked that he had found a stray dog with peculiar white markings on his feet and ears that morning, injured, and had sent him to the dog hospital in Richmond. X, who overheard the remark, went to the hospital, identified and recovered the dog. Z learned of the rewards on December 1, 1930. What, if anything, can he recover?

IV. X was under contract to build a garage for Y for \$200. X threatened to quit work, and Y said: "Go ahead and complete, and I'll give you \$250." X completed and Y paid him \$200. X demanded \$50 more, and Y after at first denying liability said: "I promise to give you \$25 next Monday, if you will promise to receive it in full satisfaction." X agreed. Y refused to pay. X sued Y for \$50. Can he recover? Discuss.

V. D desired C to go to London, receive a secret message for D, and return to New York with it, and offered to pay C \$1000 to do it. C asked for payment in advance. D refused and wrote to his brother S in Chicago for assistance. S wrote to C as follows: "Take the London trip proposed by D, and if he fails to keep his promise to pay you, I will pay you." On the strength of D's promise and S's guarantee, C procured roundtrip passage for \$500, and embarked. Two days thereafter, S not knowing C had departed, wired a revocation. C's wife had the revocation wirelessly to C on shipboard. C paid no attention to it but carried out the mission, and upon returning to N.Y. demanded \$1000 from D, who refused to pay. C then notified S that he had completed the mission, and demanded \$1000. Discuss S's liability.