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T. C. Williams School of Law, University of Richmond: Contracts II Exam, 22 May 1944

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1. On January 2, 1940, a decree of divorce was entered dissolving the marriage of H and W, the decree providing that neither party should marry for two years. Thereafter H became very fond of F but he explained to her the particulars of the previous divorce decree. As a result of indiscreet intercourse with H, F became pregnant during the summer of 1940, and upon learning of it H immediately promised to marry her as soon as he could lawfully do so. A child X was born to F on April 1, 1941. On January 3, 1942, H married G, and as a result F committed suicide one month later. A suit against H was immediately instituted by X, through a next friend appointed by the court, to recover $25,000 damages for breach of contract. What judgment?

2. S and his friend B had often visited in the home of D (who was S's uncle) and they both had admired the rug on the dining room floor which D said was a genuine Persian Kashan. D died on January 1st, and in his will he bequeathed this rug to S. One month later B contracted to buy the rug from S, promising to pay $500 therefor six months from date, S delivering the rug to B immediately. On June 1st B ascertained that the rug was a very good American Oriental machine made product but worth only $100, whereupon B wrote to S as follows: "The rug is not an oriental; I've been defrauded; the deal is off; come and get it." Infuriated at this accusation S stormed up to the courthouse and instituted a suit to recover the $500. What judgment?

3. In 1934, in Richmond, Virginia, D borrowed $500 from C saying: "I will repay you on January 1, 1935." On January 1, 1936 D went to New York to work, returning to Richmond to live on January 1, 1938. S refused to pay anyone, whereupon B instituted a suit against D on December 20, 1939, and A instituted suit against D on January 10, 1940. What judgments?

4. Discuss briefly the elements of a valid tender.

5. Discuss briefly the Doctrine of Substantial Performance.