

8-29-1946

# T. C. Williams School of Law, University of Richmond: Torts II Exam, 29 Aug 1946

University of Richmond

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## Recommended Citation

University of Richmond, "T. C. Williams School of Law, University of Richmond: Torts II Exam, 29 Aug 1946" (1946). *Historic Law School Exams*. 38.

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1. Mr. and Mrs. Smith of Shady Grove, Va., have two children, Robert, age 23, and Virginia, age 20. Virginia was in love with Roland Rowe, age 22, who had had dates with her for several years. Robert was inducted into the Army in January 1945, and was stationed in California until his separation in April 1946. During this interval he prepared many private phonograph recordings of his life in the Army and sent these back home in lieu of letters. In October 1945, Roland Rowe married Mabel Snow of Shady Grove; and in November 1945 was inducted into the Army, and was likewise stationed in California until April 1946. In December 1945, not knowing of Roland's marriage to Mabel, and confident that Roland was the groom in a bridal couple he had seen leave a church in California, Robert included the following erroneous statement on one of his recordings: "Well Sis, you can forget about Roland; I just saw him with his newly acquired California bride today. What a pain in the neck she was to look at." At a New Year's Eve party given by the Smith's at their home in Shady Grove, many of Robert's recordings were played for the entertainment of the guests, including the one which contained the above statement. In May 1946, Roland instituted an action for damages against Robert and Mr. Smith. What judgment.

2. L, a person of temperate habits, operated a rooming house, noted for its cleanliness and fair treatment of its tenants, was forced to ask D to vacate due to D's habitual drunkenness. T, who was considering renting one of L's rooms, wrote to X, a close friend, asking him about L's place. X showed the letter to D who said: "Let me answer it. I've just been waiting for an opportunity to nail that swindling booze-hound", whereupon D wrote to T as follows: "X has handed me your letter for reply. All I can say is that L is one of the shrewdest articles to come down the pike, and brother, watch out for the bedbugs." L sued D for damages. What judgment?

3. C and D operated rival dairies, and C had used many sharp practices in soliciting business from old customers of D. Some of the cows in C's herd began to lose weight so he transferred them to a pasture in another part of the county for fattening purposes and did not use the milk for customer trade. Seeing C's cows separated from the main herd, D presumed that they were sick and that the entire herd was diseased, whereupon he filed a bill in equity to enjoin C from selling any milk whatever until his entire herd had been tested. The court granted a preliminary injunction on Monday, and set the case for a hearing on the merits for Friday. On Thursday, D learned the true facts, so he did not show up for the trial Friday, whereupon the court dissolved the injunction. C sued D for damages. What judgment?

4. There were several country clubs in a given city. D belonged to the X Club which had a poorly kept golf course but an excellent swimming pool, etc. The tract of land on which the golf course was located had been merely leased by the club for the past 20 years, and the lease would expire on October 1, 1945, it containing a clause whereby the club could purchase it on that date for \$ 50,000. Membership in the club necessitated owning a share of stock and paying an initiation fee of \$ 100. The membership of the club had had before it since January 1945 a proposal as to whether it would exercise the option and buy the land, or give up the golf course and make the club more of a town club. D thought that C, a good friend who however had high blood pressure, but who was an ardent golf addict and who was contemplating joining some club, ought not to play so much golf but should get more sunshine by lolling around the swimming pool. In urging C to join the X Club in June 1945, D said among other things: "You will enjoy our excellent golf course." C bought a share of stock from Z for \$ 200 and paid the initiation fee. In July the membership voted not to exercise the option, and immediately the stock dropped in value to \$ 75. If the club had really owned a first class golf course, the stock would have been worth \$ 300. C sued D for damages. What judgment?