

Contracts I
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Sample Exam Question #9

CAVEATS: This question is an example only. It does not cover enough material to constitute an entire exam. The questions on the real exam are of varying degrees of difficulty, and the number of points assigned to each question varies correspondingly.

The Dean of Missy's College of Law, located in the state of Magnolia, telephoned and offered Hilda Rodriguez, a resident of Mesquite (several hundred miles away from Magnolia), a two-year appointment as a visiting professor of law at an annual salary of \$50,000 plus certain expenses. One necessary condition of Rodriguez's employment with Missy's was that Rodriguez move to Magnolia in time to begin the Fall semester. Rodriguez accepted, quit her lucrative private practice in South Mesquite, sold her home in South Mesquite, and moved herself, her hubby, and their adorable child, Lars, to Magnolia, incurring several thousand dollars in unreimbursable moving expenses. During the Spring semester of her first year at Missy's, Rodriguez was informed that the Spring semester would be her last. Missy's had been approached by former Supreme Court Justice Brilliant Foote about teaching at Missy's, and the school decided to use the funds set aside for Rodriguez's salary to pay Foote.

- A. Does Rodriguez have an enforceable contract with Missy's? Please explain.
- B. Suppose that Rodriguez had accepted Missy's promise to employ Rodriguez until she died, became disabled, or voluntarily retired. Would that change your answer to subpart "A"? If so, what's the difference?
- C. Suppose that Rodriguez had accepted Missy's promise to employ Rodriguez for two years or until she died, became disabled, or voluntarily retired, whichever came first. Would that change your answer to subpart "A"? If so, what's the difference?