

Contracts I
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Sample Exam Question #9 - Model Answers

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.

No. This is a contract for services not to be performed within 1 year. R2 § 110 requires that such a contract be evidenced by a writing signed by the party against whom enforcement is sought. There is no such writing by Missy's. Therefore, the contract is not enforceable against Missy's.

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?

Yes, this changes the answer to Part "A." Now the contract could be fully performed in less than one year, because Hilda could die, become disabled, or voluntarily retire in that time. Thus, the contract is no longer required by § 110 to be in writing.

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?

Same as Part "B." This contract is one that could be fully performed in less than one year, in that Hilda could die, become disabled, or voluntarily retire in less than one year and the contract provides that it will terminate when the first of these events occurs. As such, the contract is no longer required by § 110 to be in writing.