Sample Exam Question #1

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 a viable breach of contract claim against Missy’s? If so, on what basis or bases? If not, why not?

B. Assuming Rodriguez does not have a viable contract claim against Missy’s, does she have any viable claim? If so, on what basis or bases? If not, why not?

C. Suppose that Rodriguez had accepted Missy’s promise to employ Rodriguez until she died, became disabled, or voluntarily retired. Would that change your answer(s) to “A” and/or “B”? If so, what’s the difference?

D. 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(s) to “A” and/or “B”? If so, what’s the difference?