**Review Case Problems**

**Chapter 12**

\* You are **not** required to submit answers for these case problems. These questions provide you with the opportunity to practice critical legal thinking and review the chapter materials.

\*When answering a question, you should identify the issue, state the relevant rule of law, apply the law to the facts, and then reach a decision. I will post the answers at the end of each week. Contact me if you wish to discuss an answer.

**1.)** On August 18, 1979, the Orchard Co., Inc. of Lofton, Tennessee, entered into a written agreement with L.H. Everest, Inc. of Burgton, Tennessee, under the terms of which the Orchard Co. agreed to supply "50,000 citrus fruit trees to be selected as to variety, on or before October 1, 1979, by the buyer, said trees to caliper at time of delivery 5/8 inches or larger and said trees to be from seedlings now growing in seller's nursery." The price was to be $1.70 per tree, delivery to be between December 1, 1980 and April 1, 1981. On September 15, 1979, L.H. Everest, Inc. ordered the following citrus trees: 2,000 Pineapple oranges, 5,000 Marsh Pink oranges, 1,000 Washington Navels and 33,000 Marsh Seedless oranges. All of these were in seedling form at the seller's nursery. The Orchard Co. refused to perform the agreement, upon the ground that it was indefinite as to the subject matter, since the particular kinds of trees and the amount of each kind were not specified in the agreement. Is the contention of the Orchard Company sound? Explain.

**2.)** Blackwell faxed Singer "I will take 400 bushels of tomatoes at $8.00 each, F.O.B Camden." Singer, believing that she had only 300 bushels, immediately wrote in reply, "will send you 300 bushels at the price named." After mailing this letter, Singer discovered that she had enough tomatoes to fill Blackwell's order for 400 bushels, and the next day sent a facsimile to Blackwell that she would ship 400 bushels according to Blackwell's fax. The fax was received and read by Blackwell before the letter. After receipt of Singer's letter, however, Blackwell bought from X, the price of tomatoes having fallen, and refused to accept Singer's shipment. (a) What are Singer's rights against Blackwell? (b) Would your answer remain the same if Blackwell had received Singer's letter before he received Singer's fax? Explain.

**3.)** Wilson Oil Co. offered to sell Vera a parcel of land in a distant state at a certain price. Vera said she would like to examine the property to see if it was as represented. The Wilson Oil Co. agreed to give Vera ten days to make the examination. Within the ten-day examination period and while Vera was examining the property, Wilson Oil Co. advised her that it would sell the land only for an advanced price, which was considerably higher than the first price mentioned. After making an examination at considerable expense, Vera decided to take the land on the terms first stated and notified Wilson Oil Co. within the ten-day period that she accepted those terms. The Wilson Oil Co. refused to convey the land. Vera sued Wilson Oil Co. for damages. Can she recover? Explain.

**4.)** On May 1, 2002, the Adobe Products Company wrote Peters offering to supply up to five million bricks at the rate of $428 per thousand, and expressly agreeing to keep the offer open until July 1. On June 1 the Adobe Products Company wrote Peters withdrawing their proposition, and Peters received this letter on June 2. On June 3 Peters wrote the Adobe Products Company stating that he accepted their proposition and renouncing their attempt to withdraw the offer, in as much as they had given Peters two months in which to accept. When called upon to deliver the bricks, Adobe Products Company refused to do so and Peters sued. (a) Decide and explain, assuming the case is not governed by statute. (b) Would your answer remain the same if the transaction is governed by the Uniform Commercial Code? Explain.