**Review Case Problems**

**Chapter 13**

\* 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.** Lenfest, age seventeen, a student at a university, rented a room from Grant for forty weeks at $80 per week. He occupied and paid for the room for twenty weeks, and then left college. Grant brings this action against Lenfest to recover $1600 rent due and unpaid for the twenty weeks the room was unoccupied by Lenfest. Who wins?

**2.** Slater induced Barrett to purchase 100 shares of Sawbuck stock for $100 per share by representing that Talbot, a successful businessman, had subscribed to a large amount of the stock. When he made the representation, Slater realized that Talbot had not been required to pay anything for the stock and that it had been given to Talbot for the use of his name. Is Barrett entitled to any relief on the ground of fraud? Explain.

**3.** Bradford, a collector of antique yachts, advertised that he was interested in purchasing a yacht named AnnaLeigh which was once owned by his great grandfather. Snelling saw the advertisement and responded by mailing Bradford an offer to sell AnnaLeigh to Bradford for $100,000. Bradford promptly accepted. Unknown to either of the parties, Bradford's grandfather had once owned two yachts named AnnaLeigh. One had been built for only $5,000 and the other had been built at a cost of $500,000. Snelling had the former in mind and Bradford the latter. When Snelling tendered the smaller yacht to Bradford in accordance with the terms of their communications, Bradford refused to accept or pay for it. Snelling sued Bradford for breach of contract. Decide and explain.

**4.** Howard, a minor sixteen years of age, signed an application for a life insurance policy. He stated that his age was nineteen, and that he was in perfect health, although he knew he was suffering from a serious physical ailment. One year after the company had issued a policy to him on the basis of this application, its investigators discovered his deception. The insurance company sues to obtain a cancellation of the policy. Howard defends on the ground that at the time he signed the application he was a minor and asserts that it is only the minor who has a right to disaffirm a contract made with an adult or corporation. Is the defense sound?

**5.** Mrs. Tucker, 60 years old, applied to the Atlantic Mutual Life Ins. Co. for an annuity and received one. At that time, she was in ill health, suffering from dropsy, a weak heart, a diseased stomach and abdomen. Unknown to either party, she also had an ulcer and three years later had an operation to remove this source of difficulty. Soon thereafter she died from the ulcer. No medical examination of Mrs. Tucker was made at the time the annuity was contracted for. Roberts, the administrator of Mrs. Tucker's estate, sued Atlantic Mutual to rescind the annuity contract and recover all money paid upon it on the ground of a mutual material mistake, that is, that when Mrs. Tucker bought her annuity both parties assumed she had a life expectancy of fourteen years whereas, actually, due to the hidden ulcer, she had an expectancy of only seven years. For whom should judgment be given? Explain.

**6.** Pastorious, a woman of fifty, entered into a farming lease with her son-in-law under which he agreed to operate a farm owned by her in return for 50 percent of the profits. Shortly thereafter, she found an opportunity to lease the farm to another person on terms that were far more favorable to her. Consequently, she brought an action to have the agreement with her son-in-law set aside on the ground of undue influence. At the trial, both parties testified that they had not been on friendly terms when they entered the agreement and that there had been a considerable amount of haggling on both sides before they signed the agreement. Decide and explain.