**Review Case Problems**

**Chapter 14**

\* 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)** Plaintiff alleges that her husband was cruel to her and so addicted to intoxicating liquors that she left him; that defendant, her step-son, requested her to return to her husband, promising her that if she did so and lived with her husband for the rest of his life or her life, he would support her for the rest of her life; that in consideration thereof, she accepted and returned, but that defendant repudiates the agreement. Defendant claims that his promise is unenforceable because of no benefit to him and because the wife only performed her duty. Is he right? Edit before using

**2)** Javier purchased a garneting and pickering machine from Cierra. Javier had trouble in operating the machine and contended that this was due to defects in the machine. He asked Cierra to take back the machine and to refund the price. Cierra contended that the trouble was due to Javier's mishandling of and inability to operate the machine, and further that if there were defects, she was unaware of them and therefore under no legal liability to Javier. Both parties honestly believed their respective contentions. After two months of this squabbling, in a mutual desire to resolve their disagreement, they entered into an agreement as follows: Cierra promised to pay $2500 to Javier and to reimburse Javier for the cost of all repairs and all replacement of parts required for one year, and in return Javier promised to keep the machine and to raise no further objections. May either of these parties escape the terms of this agreement on the ground of "no consideration"?

**3)** Calley sold an automobile to Bailey, delivered the car and received the full purchase price. Ten days after the sale Bailey discovered that Calley had sold similar cars and had made agreements with the buyers to keep the cars in repair for one year free of charge. Bailey drove the car to Calley's garage and demanded that Calley make a similar agreement with him. Calley accordingly gave Bailey a written agreement stipulating that he would cover all necessary repairs for a period of one year free of charge. At the end of nine months the car required overhauling and Bailey had the repairs made at Calley’s garage at the cost of $850. Is Calley liable for the repairs?

**4)** DeLuca owed Caruso $5,000 which was due and unpaid. DeLuca was negotiating for the purchase of a new house and realized that if Caruso demanded payment of the $5,000 after he had invested all his available cash in the new house, he, DeLuca, would be in an unfortunate predicament. He therefore went to Caruso and explained the whole situation to him, and requested a one-year extension of the $5,000 debt. Caruso expressed willingness to go along under the circumstance and gave DeLuca a written promise not to sue on that obligation for the period of one year. Two days later, and before DeLuca had entered into a binding agreement to purchase the new house, DeLuca received a letter from Caruso revoking his promise and demanding immediate payment of the $5,000 debt, and in which he threatened to sue for the debt if payment was not made immediately. Answer the following questions relating to these facts, and discuss your reasons fully:

(a) Is there consideration for the promise of Caruso not to sue for one year?

(b) Could the written promise not to sue be subject to any other argument for enforceability by DeLuca?

(c) In what regards, if any, would your answers to (a) and (b) above be changed if DeLuca had entered into an agreement to purchase the house before his receipt of Caruso's letter?

**5)** West mailed the following note to Carter:

January 8, 1989

Because of our long friendship, I promise to send you $2,000 within a week. I know you can use the money for your son's college tuition, and you can sue me for it if I don't pay. Witness my hand and seal.

(Signed) John B. West

West never paid the $2,000. The week having passed, Carter brings suit against West. Who wins? Discuss fully the principles of law involved.