<u>QUESTION 14</u> THE ANSWER TO THIS QUESTION SHOULD GO IN BLUEBOOK V OR IN EXAMPLIFY ANSWER SCREEN 14

On January 1, 2018, Farmer entered into a valid written contract with Buddy containing the following provision: "Buddy has an irrevocable option to purchase Farmer's farm for $100,000. If Buddy fails to exercise his option by March 31, 2018, the option to purchase terminates."

On January 1, 2018, Farmer also entered into a contract with Mover in which Farmer agreed to pay Mover $1,000 to move Farmer's animals from the farm to another piece of property on March 1, 2018. Mover's expected costs to provide this service were $800.

On February 1, 2018, Farmer's niece offered to purchase the farm for $125,000. Later that same day, Farmer notified Buddy that Farmer intended to accept her niece's offer. Buddy responded that he had already decided he wanted to buy the farm and was now exercising his option to purchase it for $100,000. Farmer refused to sell the farm to Buddy, stating that market conditions had changed significantly and that Farmer preferred to keep her farm in the family.

Buddy sued Farmer, claiming the contract provided that he could exercise his option any time until March 31. Farmer responded, "But I told you *before* you exercised your option that I made other plans for the farm."

On February 2, 2018, Farmer told Mover that she no longer needed Mover's services, and would no longer pay for them, because she had decided to sell the animals to her niece along with the farm.

Applying Michigan law:

1. Evaluate Buddy's and Farmer's arguments and explain what relief, if any, the court should grant.

2. What claims, if any, does Mover have against Farmer, and what relief, if any, should a court grant Mover?

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