

**QUESTION 4 THE ANSWER TO THIS QUESTION SHOULD GO IN BLUEBOOK II  
OR IN SOFTEST ANSWER SCREEN 4**

Henry, who owns an aquarium, entered into two service contracts with AquaCare. In the first, AquaCare agreed to provide aquarium-related plumbing services. In the second, AquaCare agreed to (1) install an aquarium heater that Henry had purchased elsewhere, and (2) feed Henry's fish while Henry traveled around the world; Henry agreed to pay AquaCare \$100 to install the heater and \$200 to feed the fish.

AquaCare contracted with Plumber for Plumber to perform the plumbing services. The Plumber--AquaCare contract contained a detailed explanation of the work Plumber would perform to enhance Henry's aquarium, and required Plumber to obtain certain specifications directly from Henry.

Henry had a string of misfortune. Plumber performed its work carelessly, resulting in the flooding of Henry's basement. Before AquaCare installed the heater, the model was recalled due to fire risk and an ordinance banned any installations. The day after Henry left on his trip, his cat ate all the fish in his aquarium. It had not occurred to either Henry or AquaCare that the cat was even capable of such mischief.

Henry brought a breach of contract action against Plumber. Plumber responded that Henry could not maintain the suit because he was not a party to the Plumber-AquaCare contract.

Henry refused to pay AquaCare under the second contract. AquaCare brought a breach of contract action against Henry, who argued that the provision regarding the heater installation was based on violation of a statute, rendering the entire contract void. Henry also argued that, in any event, he was not required to pay AquaCare under the fish-feeding provision.

**1. May Henry maintain his suit against Plumber? Explain why or why not.**

**2. How should a court rule on Henry's two defenses to AquaCare's suit? Explain your answer.**