

A man in State A posted his exotic car for sale on a website. He received an email with an offer to buy the car for \$150,000 from a 16-year-old girl from State B. The man accepted the girl's offer but received a phone call from the girl's father rescinding the offer the following day.

The man filed a complaint in a federal court in State A against the girl for breach of contract. The girl timely filed an answer in which she admitted to the facts provided in the man's complaint but asserted the affirmative defense of accord and satisfaction. The man moved for judgment on the pleadings.

Statutes in both State A and State B treat contracts with persons below the age of 18 for items other than necessities as void. Necessities are defined as food, shelter, and clothing.

Is the court likely to grant the man's motion?

- A. No, because plaintiffs cannot move for judgment on the pleadings.
- B. No, because the man failed to state a claim upon which relief may be granted.
- C. Yes, because accord and satisfaction is not a valid defense in this case.
- D. Yes, because the girl admitted to the facts alleged in the man's complaint.

Explanation:

Pretrial motions

Motion	Grounds
Default judgment	<ul style="list-style-type: none">• Defendant failed to timely serve answer• Any party failed to comply with court order
Pre-answer	<ul style="list-style-type: none">• No subject-matter or personal jurisdiction• Improper venue• Insufficient process or service of process• Failure to join required party• Failure to state claim upon which relief can be granted
Judgment on the pleadings	<ul style="list-style-type: none">• Pleadings, attached exhibits & matters of public record show (1) no genuine dispute of material fact & (2) movant entitled to judgment as a matter of law
Voluntary dismissal	<ul style="list-style-type: none">• Plaintiff requests dismissal
Involuntary dismissal	<ul style="list-style-type: none">• Defendant requests dismissal because plaintiff failed to (1) prosecute action or (2) comply with rule/court order
Summary judgment	<ul style="list-style-type: none">• Pleadings, affidavits, declarations, discovery & other materials show (1) no genuine dispute of material fact & (2) movant entitled to judgment as a matter of law

Under Federal Rule of Civil Procedure 12(c), *any* party may move for **judgment on the pleadings** after the pleadings have closed—ie, once the plaintiff's complaint and the defendant's answer have been served (**Choice A**). To succeed on this motion, the movant must show that (1) there is **no genuine issue of material fact** and (2) the movant is **entitled to judgment as a matter of law**.

Here, there are no genuine issues of material fact since the girl admitted to the facts alleged in the man's complaint for breach of contract (**Choice D**). But since the girl is under the age of majority and a car is not a necessity under either state's statute, the contract was void. This means that the man failed to state a claim upon which relief may be granted and is *not* entitled to judgment as a matter of law. Therefore, the court will likely deny the man's motion for judgment on the pleadings.

(Choice C) An *accord* is a party's promise to relieve another person of contractual obligations in return for a specific act. Upon *satisfaction* of that act, that person is excused from further performance under the contract. Accord and satisfaction is not a valid

affirmative defense here since the contract was void. However, the man cannot succeed on his motion since he failed to state a valid claim.

Educational objective:

A court should enter judgment on the pleadings when the movant shows that (1) there is no genuine issue of material fact and (2) the movant is entitled to judgment as a matter of law.

References

- Fed. R. Civ. P. 12(c) (judgment on the pleadings).
- 61A Am. Jur. 2d Pleading § 560 (2020) (explaining that movant must allege some viable legal theory to succeed on motion for judgment on the pleadings).

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