

Problem Essay #3

Instructions: Write a two-page, well-reasoned decision for each of the following legal questions. You are the appellate judge. Refer to and apply the relevant case(s) located in your text, Understanding Law in a Changing Society, 3rd Ed. Each assignment consists of a first draft and a final paper. I will give you feedback on your writing and reasoning, which I expect you to incorporate into your final paper. **The grades of the draft and final paper will be averaged together, so if you submit garbage as a first draft, your grade will go down accordingly.**

Phil Ford was the owner and operator of Wheel-Away Motor Homes, Inc. in the City of Harbortown, County of Harborview, in the State of South Jersey. One day, James Johnson came to Wheel-Away Motor Homes to look at the vehicles on display. Ford and Johnson had a lengthy discussion about Johnson's interests, purpose for buying a motor home, and what specific features he was looking for. Over the next two weeks, Johnson came to Ford's place of business on three more occasions and talked to Ford on the telephone twice. On Johnson's last visit to the showroom, he and Ford spent nearly an hour discussing desired modifications to a particular model of motor home, entered the motor home to take measurements, and calculated the cost of the proposed modifications, which added \$8,597.50 to the purchase price of the motor home. Ford gave Johnson a written summary of the proposed modifications to the specific motor home in question, a statement of the cost of the modifications, and a total price for the motor home as modified. This information was on Ford's letterhead, dated, and signed by him. Johnson stated: "This is exactly what I'm looking for, and the price is fair. How long will it take to deliver?" Ford gave an estimated delivery date and promised to telephone Johnson with more specific information on delivery within a few days. Johnson stated: "That will be fine."

Ford proceeded to have the motor home modified according to Johnson's specifications. Then he called Johnson and informed him that the motor home was ready for inspection and immediate delivery upon payment of the purchase price. Johnson told Ford that he had changed his mind and was no longer interested in buying the vehicle. Ford insisted that Johnson was obligated to buy the motor home, and when Johnson refused, Ford brought a lawsuit against Johnson for breach of contract.

Johnson argued that there was no valid contract between Ford and himself. In support of his contention, he pointed out that he had never signed the four-page contract of sale that Ford always used in his business. He also pointed out that he had not paid a deposit on the vehicle, which Ford normally required. Ford argued that even without these things, the discussions between the two parties and the written statement he had given Johnson constituted a binding contract.

Ford asked the court to order Johnson to go through with the deal for the motor home or, failing that, to pay \$258,597.50 (the cost of the motor home as modified) in damages. Johnson claimed that he was not liable at all, but also argued that, if found liable, he should only have to pay for the cost of the modifications to the motor home.

Based on the information in Chapter Seven (Contracts) of your PBJ 201 textbook and the facts above, which party should prevail in this case? If Ford were to win, what should his remedy be? Make sure to discuss all the issues thoroughly. You should look particularly at the case of M.T. Bonk v. Milton Bradley Co.

The first draft is due at the beginning of class on **Friday, April 4, 2008**. The final draft is due at the beginning of class on **Wednesday, April 16, 2008**. No late papers will be accepted.