

You Be the Judge –You are to play the role of an appellate judge and tell me the proper legal outcome of the fact patterns below. For this assignment, you must hand-write the terms involved, the holding, and your analysis – not the facts or issue. Your analysis must be based upon the law we discussed in class. If there is something you do not understand, you may use your textbook or the internet to help with the legal concepts covered within. Make sure you, like the judges in the cases we have briefed, define everything completely as well as properly apply the facts to the law. Finally, remember - contract disputes are civil claims. This means, plaintiff must establish each element of their claim by a preponderance of the evidence. So, I do not care whether you get the right outcome based on the actual case, and instead are more interested in how you reach your conclusions.

Case#1 – Implied Contract

Facts: Joseph Britt, a detective, enrolled in a Master’s Degree program at Chestnut Hill College in Pennsylvania. Chestnut Hill promised students credit for life experience. The college promised Britt important credits for his life experience if he enrolled, and after he did enroll, the school awarded the promised credits.

Britt took a one-week required course entitled “Gender Stereotyping,” taught by Professor Klee. As part of a classroom exercise, Klee directed another student, who Britt claimed was a “known” homosexual, to make physical advances toward Britt. The student complied by telling Britt that he was attracted to him and by touching Britt above the knee. Britt rejected the student’s advances. The next day, Klee assigned that same student to serve as a “facilitator” to “deal with Britt’s anger.” Klee became openly critical of Britt’s attitude and performance in the class and awarded him a “C” grade for the course.

Britt claimed that Klee thereafter did everything within his power to sabotage Britt’s reputation and academic career. Klee arranged to have himself assigned as Britt’s academic advisor and, after doing so, personally revoked, and successfully persuaded other instructors to revoke, the life experience credits that had been granted to Britt upon admission to the college. The revocation of those credits caused Britt not to graduate as scheduled.

Britt sued. The trial court dismissed his contract claim, essentially ruling that a college had an absolute right to award and revoke credits as it saw fit. Britt appealed.

Issue: Did Britt have an implied contractual right to receive credits from the college for life experience?

Case#2 – Promissory Estoppel

Facts: Gail Norton met Russell Hoyt when Norton, who was single, worked as an elementary school teacher. Hoyt told her he was also single, and they began an affair. She later learned that he was married, but he assured her he was getting a divorce, and they continued their relationship.

Six years later, Hoyt, who was rich, convinced Norton to quit her job so that they could travel together. The couple lived lavishly and Hoyt repeated his promises to divorce his wife and marry Norton. He did neither and, after 23 years, ended the relationship. Norton became ill, and saw various doctors for anxiety, depression, headaches, stomach maladies, and weight loss. During one joint therapy session, Hoyt told Norton and the psychiatrist that he would continue to support her with \$80,000 a year. He did not.

Norton sued, claiming promissory estoppel. Hoyt moved for summary judgment. In ruling on the motion, the court assumed that Norton’s allegations were true.

Issue: Was Norton entitled to support, based on promissory estoppel?

Case#3 – Quasi-Contract

Facts: David Novak suffered a brain aneurysm and was unconscious. An ambulance took him to Saint Regional Medical Center, where doctors successfully operated. Novak remained in the hospital for two months and then was discharged.

Novak did not pay the Medical Center’s bill, and the claim was assigned to a collection agency which sued Novak for the debt.

The trial court found that Novak owed the debt under quasi-contract because Novak was unconscious and could not consent to the treatment, and the medical services were necessary to avoid serious bodily injury or death

Issue: Was the credit bureau entitled to damages based on quasi-contract?

Case#4 – Basis of Agreement

During the Jewish holidays, Fallsview Glatt Kosher Caterers organized programs at Kutcher’s Country Club, where it provided all accommodations, food and entertainment. Fallsview sued Willie Rosenfeld, alleging that he had requested accommodations for 15 members of his family, agreeing to pay \$24,050, and then failed to appear or pay. Rosenfeld moved to dismiss, claiming that even if there had been an agreement, it was never put in writing. Under UCC section 2-201, any contract for the sale of goods worth \$500 or more can only be enforced if it is in writing and signed. Fallsview

argued that the agreement was not for the sale of goods, but for services. The company claimed that because the contract was not governed by the UCC, it should be enforced even with no writing.

Issue: Was the agreement one for the sale of goods, requiring a writing, or for services, enforceable with no writing?