Question One

Douglas, a first-year law student, offers his services to Mr. Johnson to help draft his will. Mr. Johnson agrees to Douglas's offer, and promises to pay him $400 for his services. Douglas completes the draft of the will. But when Douglas goes to collect his payment, Mr. Johnson refuses payment. Can Douglas enforce the contract? Explain your answer in your own words. In that explanation, explain the applicable law, how you applied it and your conclusion. Be sure to include the textbook page number in your answers. And if you used outside resources, please cite the title, author and URL of the source.

Question Two

16-year-old Kamal bought a motor scooter from Susan for $650. Kamal is a minor, while Susan is a competent adult. They negotiated via email. A month later, Kamal was in an accident and the scooter was damaged. Kamal returned the damaged scooter to Susan. Explain in your own words whether Kamal can get his money back. Explain the legal term for Kamal’s return of the bike. Also xplain whether your answer would be different if Susan, the adult, had wanted to cancel the contract and whether she could get her scooter back if she refunded the money to Kamal. Be sure to include the textbook page number in your answers. And if you used outside resources, please cite the title, author and URL of the source.
Question Three
Mr. Thakur, who is 90 years old, has a stroke and is partially paralyzed. He is required to use a wheelchair, and he needs constant nursing care. Prior to his stroke, Mr. Thakur had executed a will leaving his property upon his death equally to his eight grandchildren. Padma, a licensed nurse, is hired to care for Mr. Thakur on a daily basis, and Mr. Thakur relies on Padma's care. Padma works for Mr. Thakur for two years before Mr. Thakur passes away. It is later discovered that Mr. Thakur had executed a written contract with Padma three months before he died, deeding a valuable piece of real estate to Padma. Explain in your own words whether Padma is entitled to keep that property. In your answer, explain the difference between undue influence and duress and whether either would be present in this situation and why. Be sure to include the textbook page number in your answers. And if you used outside resources, please cite the title, author and URL of the source.

Question Four
What is the difference between mistake and fraud? In your answer, explain each (note there are several types of both mistake and fraud), and explain in which type whether the contract could be avoided and by which party (or parties). Give an example of each type of mistake and fraud. Explain in your own words. Be sure to include the textbook page number in your answers. And if you used outside resources, please cite the title, author and URL of the source.

Question Five
You are planning to sell your 2013 Brammo Empulse R electric bike for $11,000. The bike is worth more, but you’ve had several accidents in the bike that have knocked the chassis out of alignment and you’ve had to replace several parts including the speedometer, brakes, and clutch. These accidents have reduced the bike driving range before charging to 30 miles in the city and highway and increased the charging time from 8 to 14 hours. You have had the bike repaired and repainted. You put the following advertisement on Craig’s list "2013 Brammo Empulse R for sale for $11K. This bike is in like new condition. Rides well. Great bike to save on gas!"
Contact me if you’re interested.” Belinda responds to the ad, rides the bike and purchases it based on a written contract between you that states “I, Belinda, purchase this 2013 Brammo Empulse R for $10,500. I, Belinda, relied on the information in the advertisement to purchase the bike.” You both signed it. Can Belinda rescind the contract if she returns the following week after having the bike inspected and learns of the problems with it? Explain in your own words. Be sure to include the textbook page numbers in your answers. And if you used outside resources, please cite the title, author and URL of the source.

Question Six
When is a contract with someone suffering from a mental disorder a void contract? A voidable contract? A valid contract? Explain in your own words. Be sure to include the textbook page numbers in your answers. And if you used outside resources, please cite the title, author and URL of the source.