

2)

1. Steve (S) v. Barbara (B)

CL: The contract is under CL because it is considered the contract of services for the land.

S and B had the contract by which B promised to buy S's land for \$500K where the S was entitled to keep the right of mineral and access to the land, which can be an easement from B to S. It also met the statute of fraud because it was in writing but the writing was not accurate as discussed below.

Fraudulent misrepresentation

B conduct the contract fraudulently because she intentionally with scienter lied to him about the material terms of the contract (the rights to land and mineral was material because S asked B about it when they met to sign the papers) when he relied on her misrepresentation and the reliance was reasonable and actual because he purchased the land and signed the contract.

Unilateral mistake

S can sue B on the basis of unilateral mistake because B knew or had reason to know about excluding the material terms.

Equitable Remedies

Rescission

S can ask the court to rescind the contract because it was the product of fraud and she misrepresented the material terms of the contract. Additionally, she can argue unilateral mistake because the rights was the basic assumption of the contract and B knew and had reason to know that the mineral rights and right to access was not included in the contract.

Reformation

S can ask for reformation to reform the contract but reformation usually occurred as a result of mutual mistake. Here, it does not seem like S wants to stay or have another reformed contract with B.

Injunction

S can ask for the court to order injunction to stop her from having the barricades. S will argue that because this involves the land and land is unique, the money is inadequate remedy. He had the property interest in the land because he paid for the the right of the mineral and access to the land. It is feasible for the court to order injunction although court is reluctant to order the private party to perform because of 13th AM. But here, B is in wrongful possession and the court only required to order to remove the barricade. He can then argue that his sufferings from lack of his right to the land and mineral are more than the benefit to B under the balancing test. If he can show that he already paid to have access and the road is the main access for him in area, depending on where the land is. Additionally, S will have some defenses such as clean hands because B entered into the agreement with fraud and intentionally prevent him from having

access to the land. While he cannot show the latched because there is not fact in terms of the timing, he can show unclean hand defense.

Specific performance

Inadequate remedy- incorporate by facts above

Definite- S can ask for specific performance because the contract had definite and clear terms.

Feasibility- Incorporate by reference

Mutuality- The contract was mutual based on S's paying money and R's allowing him to have access to the land. This element can meet.

Defenses- Incorporate by reference to injunction

2.

Acmo= A

Embezzlement

Restitution

Constructive Trust: A can use constructive trust to prevent B from being unjustly enriched from the money. She had embezzled money from her employer which was her wrongful owner of the money that allowed her to acquire the title (money) from her employer. If A can show the tracing to the bank which should not be difficult because the following month after the embezzlement of the 20K, she paid her debt and her checkin account was exhausted. Tracing will not be difficult to show since she exhausted her checking account. Constructive trust will allow A to prevent her from being unjustly enriched.

Equitable lien

This argument will be difficult to show for A because she did not acquire wrongful possession but she acquired title to the money.

Injunction

A can order B to stop her from using the money but this will probably not work because it is about the money and not inadequate remedy.

3.

If A prevails on constructive trust argument, A can receive all her money in checking out and the profit from there and also the subsequent 10K she will deposit in there because once A has the constructive trust, they will be entitled to all subsequent benefits and revenue from the account which will include the 10K. Also, A will be liable for 250K of funds as well that she embezzled.



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