Empire College School of Law
Professor Green
Remedies – Final
Tuesday, April 10, 2018

Student ID#_______________

QUESTION 1
(90 minutes)

Dan Defendant set up a phony charity raising money for victims who were abducted by UFOs. Pip, a wealthy UFO watcher, fell for the scam. Pip donated $50,000. Because there really were no such victims Dan used $15,000 to buy stock in Giggle - a major Sillyville tech firm - $20,000 to remodel his own office space, $10,000 to purchase a Relax gold watch, and D spent the rest on high living. D has a bank account with a balance of $5000 from other sources. D has several other victims after him and is behind in payments to his creditors.

Pip sued Dan and the litigation is anticipated to take years. Giggle's stock fluctuates rapidly. At the time the lawsuit was filed Giggle stocks increased in value by $5000.

As soon as the lawsuit was filed Dan gave the watch to his secretary/ mistress and instructed her to put it in her safe deposit box. Dan also called his broker and inquired about selling the stock.

Dan is an uncooperative and obstreperous opponent. During the course of litigation, Dan failed to comply with the court's discovery orders numerous times. The court threatened Dan with a fine of $1000 for each day that he failed to comply with the court's orders to turn over documents. Dan failed to comply for 10 straight days.

What pre-judgment remedies does Pl have? After Pl wins at trial, what remedies will he be entitled to? What are the court's remedies regarding D's behavior? Please discuss.

QUESTION 2
(90 minutes)

Betty Buyer signed a contract of adhesion with Sam Seller to buy a $650K home in One Company Town. The next day One Company closed its doors to move overseas. Immediately, the housing market crashed: single family homes dropped in value by at least 50%. All of the townspeople left their homes to move to Seapple to work at Megazon. One Company Town overnight turned into the modern day dustbowl.

Betty breached her contract with Sam to move to Seapple with everyone else. Betty's contract contained a liquidated damages clause that stated if she breached the contract then Betty had to pay Sam $500K. Betty thinks this is too much since she only was in the contract for one day. Sam doesn't think it's enough considering the vast down-turn in the market. Sam worries that he won't be able to find another buyer for years and wants Betty to perform the contract.

Sam's real estate agent was a friend. They signed a written contract, but never discussed compensation. Art Agent discussed his advertising campaign strategy to sell Sam's house with Sam. Art's practice is that the seller pays for these activities in addition to his commission. Sam was in agreement with these activities, but they never discussed price or compensation. Art incurred significant expenses from multi-media ads and elaborate open houses where champagne and expensive hors d'œuvres were served.

Art Agent wants to get paid commission for finding Betty Buyer and to be reimbursed his expenses. Sam does not want to pay for any of these services because compensation was never part of their written agreement.

Please discuss all remedies and defenses available to Betty, Sam, and Art.