

Contract Law Web Quests

Assignment: Read each case below, and respond to the questions for each case. **Be sure to explain your response using proper grammar and complete sentences.**

Format: Be sure to include your names, current date, course name and assignment name at the top of your first page. Please email Ms. Wagemaker your document at swagemaker@rsd13.org

Before your response, be sure to label the Case Number to which you are responding.

Case 1: The Engagement:

Here's the situation. Milo Meanderer gives Alice G. Ullible an engagement ring while he is still married. She promises to marry him when he becomes legally eligible for that ceremony. Ultimately he divorces his wife, but he then breaks the "engagement" with Alice and sues to retrieve the ring. Does he:

- A. Get the ring back?
- B. Lose the ring and the girl but get a discount from his jeweler for his repeat business?

To discover how consideration and options play a role in untangling this woven web, go to <http://writ.news.findlaw.com/grossman/20011023.html>

Please explain your answer based on your research.

Case 2: The Emancipated Minor

Indy Pendant is a 14-year-old emancipated minor living in California. (You will have to search on the internet to find out what it means to be an "emancipated minor". He has his own business of writing gaming programs for a leading software manufacturer, manages his own finances, lives apart from his parents with their consent, and is engaged to be married. Is he able to get a driver's license in a state where the legal age is 16?

- A. Yes, as long as he is physically able to drive. He is obviously mature enough to handle the decisions involved and driving is a right afforded to all others similarly situated (and many who aren't).
- B. No. The law is plain. By statute you must be 16 to drive. It is a privilege granted on the basis of age to insure the safety of other drivers.

See California guidelines here:

<http://www.spiceman.com.ar/DMV/>

Please explain your answer based on your research.

(2 more cases on other side =====>)

Case 3: Your Data, Your Privacy

You've just bought the latest in video games. It allows you to play online after you download some material from the developer's web site. You go to the web site, but before you can access the download, you have to agree to the terms of a lengthy agreement. You are anxious to play and immediately check the box indicating you assent to the agreement's terms. Later, you discover that the agreement gave the developer the rights to your personal data and that the data was then sold to various marketers. Are you bound to the agreement or can you get the agreement voided in a court of law? For a discussion of a similar case involving Microsoft's Passport see <http://news.com.com/2100-1023-255310.html?legacy=cnet>

- A. Yes. I am bound. I agreed didn't I?
- B. No. It's unreasonable to expect anyone to read such a lengthy document.

Please explain your answer based on your research.

Case 4: Contract Fraud

How would you guard against the following fraudulent schemes? Access the web sites that follow each choice to help you decide. Explain the fraud involved in each scheme. Then write a paragraph explaining what you would do to protect yourself.

- A. Someone opening up various charge accounts in your name
<http://www.ci.phoenix.az.us/POLICE/fraud1.html>
- B. Forgeries on important contracts <http://www.firstam.com/faf/html/news/lawrept/lr960201.html>
- C. Someone stealing your identity <http://www.privacyrights.org/fs/fs17-it.htm>
- D. Pyramid sales schemes http://en.wikipedia.org/wiki/Pyramid_scheme

Please explain your answer based on your research.

