Essay Questions:
1. Mark parks his car outside his house. He opens the car door without looking to see if anyone is in the road, and opens the car door into Amy, who is riding her bicycle. She is knocked into the path of an oncoming car, being driven by Alan. Alan manages to swerve to avoid Amy, but in doing so, he crashes into a wall. He suffers minor physical injuries only as the collision with the wall was at a relatively low speed, but an hour later, he has a heart attack and dies. The autopsy reveals that, unknown to Alan, he suffered from a heart condition and the stress of the crash caused this condition to exacerbate, causing Alan's death. Following the accident, Amy is suffering from pain in her left leg. She goes to the hospital and is told by her attending doctor, Debbie that she is suffering from a pulled muscle. A week later, Amy goes back to the hospital as the pain has become worse and has spread to her foot. It is discovered that Debbie has sustained severe and permanent damage to the tendons in her leg and to the bones in her foot. Had these injuries been discovered at Amy's first visit, they could likely have been treated and Amy would have made a full recovery. Amy now needs to walk with the aid of a stick, and will do so for the rest of her life. Amy and Alan (well his estate because he's dead) are seeking your advice regarding obtaining compensation for the losses they have sustained. Discuss all possible lawsuits and types of damages they could obtain. Specify who could be sued under a theory of negligence.

 **Answer:** Amy can sue Debbie because the doctor has the duty of professionals, and Amy’s damages cannot be recovered because she will use a walking stick for the rest of her life. Amy can sue Mark because of the breach in the reasonable persons standard which caused her to fall off of her bike. Alan can sue Mark because of the approximate cause, and mark should have been aware that someone could have been riding their bike by him. Amy can get special damages from Mark and Debbie for her medical expenses.

2. Lukas is 13 years old. He enters into a contract with Leah (an adult) to the purchase of a guitar. Leah then decides that she does not wish to sell the guitar and alleges that no valid contract exists as Lukas is too young to be able to enter into a legally binding contract. Is Leah correct? Would your answer differ if Lukas changed his mind and did not wish to purchase the guitar, but Leah wished to enforce the agreement?

 **Answer:** Leah is not correct because they have already entered into a legally binding contract, and the minor may cancel, but once they have each agreed to be in the contract Leah cannot change her contract because Lukas is able to be in a contract. My answer would change if Lukas didn’t want to enter the contract anymore, because he has a right to disaffirm the contract.