Perry loved to play tennis. Throughout his adult life, he purposefully chose to live near tennis clubs he could join so he could play tennis with other tennis enthusiasts every day. Perry dreamed of one day owning his own home with a back yard tennis court.

Perry learned that a local contractor (Connie) owned a large vacant parcel of land suitable for a house with room for a tennis court. Perry met with Connie on June 10, looked at the parcel and provided Connie with blueprints for the house Perry wanted Connie to build. On June 15, Perry called Connie and requested Connie to build according to Perry’s blueprints with a tennis court in the back yard. Connie stated: “I can sell you my parcel and build you a home on it with a tennis court in the back yard. I will also build a house on the lot exactly the same as your blueprints with a tennis court in the backyard. The cost for all of this will be $750,000. Everything will be finished by October 15.” Perry agreed. On June 20, Connie mailed a receipt to Perry which restated all the terms contained in his offer. The receipt was unsigned, but displayed Connie’s company letterhead at the top. After reading Connie’s receipt, Perry informed his landlord that he would vacate his apartment on October 15, and notified his tennis club that he would terminate his membership with them on the same date.

Connie began work on the house on July 1. In August, as Connie was preparing the back yard for the tennis court, he discovered that the back yard soil conditions would not support the weight of the cement pad needed for the planned tennis court. The expense involved in removing the existing soil and purchasing and transporting proper soil that would support the tennis court would greatly increase Connie’s cost to complete construction for Perry. Instead, without informing Perry, Connie built the tennis court on the side of Perry’s home instead of the back yard because the soil conditions in the side yard area could properly support a tennis court. Connie finished the house and side yard tennis court on October 1.

On October 10, Connie notified Perry that the construction was complete, but that she had to put the tennis court on the side of the house instead in the back yard due to the soil conditions. Perry, who had been away on business during the past two months and had not visited the construction site since July, was unaware of the tennis court location change. Perry became angry and refused to pay Connie anything and also demanded that Connie pay for Perry’s hotel costs and a tennis club membership fee until Perry could find another suitable house with a back yard tennis court.

1. Is the agreement between Perry and Connie enforceable? Discuss.

2. Assuming their agreement is enforceable can Perry recover from Connie for his hotel and tennis club membership fees? Discuss.