

JMOL Review Problem

A State A developer hired a State B construction company to construct a luxury apartment building in State B. The contract called for a reduction in payments to the construction company if certain timetables for the construction went unmet. A heavy winter delayed construction, and the developer refused to pay. The construction company sued the developer in diversity jurisdiction in federal court for breach of contract, and the case went to trial as the two parties disputed the meaning of certain terms in the contract regarding the timetable. At the end of the construction company's case, the developer considered moving for a judgment as a matter of law as the construction company's case was weak, but decided against it, believing that the ongoing burden of a trial would give the developer leverage against the company in renegotiating the contract. The developer then presented its case, and the jury returned a verdict for the construction company. The developer was extremely surprised at this outcome given the flimsiness of the construction company's argument, and moved to have the verdict set aside and for entry of judgment against the construction company as a matter of law.

May the judge grant the developer's motion?

- (A) Yes, if the judge finds that no reasonable jury could interpret the evidence presented by the construction company as supporting a finding that the developer breached the contract.
- (B) Yes, if the developer had previously made a motion for summary judgment.
- (C) No, because the developer did not move for a judgment as a matter of law at the end of the construction company's case.
- (D) No, because the developer is allowed to move for a judgment as a matter of law only before the jury has returned its verdict.