

A year ago Lucille Williams, having sold her business and retired, decided that the time had come for her to really see the United States. She wanted to spend a whole year traveling, staying in the national parks and experiencing the outdoors - but, truth to tell, she did not want to "rough it." She decided to rent a deluxe motor home, which would allow her to drive to, and stay in, park campgrounds, and spend the days hiking - while still having running water, a gas stove, and a plush bed. And so, on July 1, she was on the road in a vehicle rented from "Walker-Thomas Motor Palaces." It was indeed palatial: the rent was \$25,000 a month for the year, due at the beginning of the each month, with a further \$25,000 deposit!

Sad to say, three weeks later Lucille was in traction, recovering from multiple fractures to her hip incurred while hiking down the Grand Canyon. Her doctor told her that she would be in a rehabilitation center for another six weeks, and even after that would require a cane for many months. No more hiking! So she called Walker-Thomas, told the owner, Mr. Walker, where he could pick up the vehicle, and told him to keep the rent she had already paid, and the deposit.

Walker reclaimed the vehicle - but he refused to settle for the \$50,000. He demanded instead that she keep paying \$25,000 a month for the whole year. When she objected, he told her to look at paragraph 17 of the rental agreement she had signed. It says:

17. Lessee shall be obligated to pay the agreed rent for the full term of this lease, whether or not lessee has a use for the leased vehicle. If lessee returns the leased vehicle to lessor before the completion of the term, lessor shall have the option to not lease it again for the duration of the term.

When interrogated in court, Lucille admitted that she had read the clause before she signed the agreement. In fact, she had questioned Walker about this very paragraph. He had said that in his exclusive business, keeping the vehicles in absolutely first-class condition was a necessity; his clientele would not accept a stained rug or a burned counter-top. Cleaning up a poorly treated vehicle could be very expensive, and while some wealthy people took very good care of his rentals, experience had shown him that others had no respect for his property. He had to retain discretion to take - or turn down - whomever he wanted. He would not change his form term. So she signed.

What bothers Lucille Williams is not so much that she signed, as that she thinks that Walker-Thomas is now taking advantage of her. A friend of hers - who Lucille swears is both very rich and very careful - had tried in late June to rent a vehicle from Walker-Thomas, only to be told that they were all on the road or reserved. When she heard of Lucille's accident, the friend went back to Walker-Thomas, and with the vehicle sitting there on the lot in full view, Mr. Walker refused even to talk to her. He figures - surmises Lucille - that he can get a whole year's rent with almost no wear-and-tear on the vehicle, and he means to get it!

Having refused to make any further payments to Walker-Thomas, Lucille was sued for the remaining payments.

Your task is to write the opinion rendered by the court. The opinion, as completed, should discuss each position you would expect counsel for either side to argue on the facts stated, even if a point is, in relation to your ultimate holding, mere dictum.