Fact Pattern:

Orville was interested in aviation. He contracted with Wilbur to build an aircraft. Wilbur realized that in order to operate successfully, an airplane must operate in three axes of motion: pitch, roll and yaw. Orville and Wilbur made a written contract whereby Wilbur would construct an aircraft for $10,000.00. Prior to commencing work, Wilbur told Orville that Wilbur's mother was sick and that when the job was finished to pay Wilbur's mother the $10,000.00. Wilbur's mother was aware of her son's generosity and shortly recovered from her illness.

After Wilbur successfully tested his aircraft, Kittyhawk, he went up to Orville and said, go ahead and pay me the $10,000.00, my mother is feeling a lot better now. I do not want her doctors to get my money.

Questions:

Against whom, if anyone, may Wilbur's mother enforce the agreement to pay her $10,000.00?

Example Answer:

An **assignment** is a transfer of a right, while a **delegation** is a transaction whereby someone having an obligation gets someone else to perform it. The fact pattern appears to deal with an assignment. The following are the important parties to an assignment: (1) obligor, the person who owes the performance of the right being assigned; (2) assignor, the person who was originally entitled to receive the obligor's performance under the original contract; (3) assignee, the person who is now entitled to performance as a result of the assignment. In the fact pattern, Orville would be the obligor, Wilbur the assignor, and Wilbur's mother the assignee.

A gratuitous assignment generally is revocable unless the obligor has already performed or the assignee has relied on the promise to her detriment. Revocation can be accomplished by providing notice to the obligor or assignee. Here, Orville has not paid Wilbur and it does not appear that Wilbur's mother relied on the assignment to her detriment. Wilbur revoked the assignment by giving notice to Orville that he wanted to be paid. Thus, the revocation was proper and Wilbur's mother cannot enforce the assignment against either party