

⑧ Bob Acres entered into a written contract to buy 25 acres of land from Schumacher Farms for \$70,000. The contract recited that Bob Acres had paid \$500 earnest money, but it never did pay this money. The deal fell through when Schumacher refused to close. Bob Acres sued for breach of contract, and Schumacher asserted that the contract was not supported by consideration because Bob Acres had not paid the \$500 earnest money. Did the false recital of acknowledgment of receipt of the earnest money cause the contract to be unenforceable because of lack of consideration?