

One Million Dollars!

By Reg P. Wydeven
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When I was in high school, a few of my buddies and I were counselors for a 5th and 6th grade basketball camp. We had a blast teaching the youngsters the fundamentals of the game.

On the last day of camp while the coaches were handing out ribbons, the counselors had to round up the balls and clean up the gym. One ball was stuck on top of the pushed-in bleachers. I clambered up the bleachers to retrieve the ball, garnering the interest of several campers.

When I reached the top and scooped up the ball, a bunch of the kids started chanting, “Shoot it! Shoot it! Shoot it!” My friend, Lee, even chimed in saying, “I’ll give you a million dollars if you can make it!” I was on the very end of the bleachers which were actually behind the closest hoop, so I had to launch a shot using a baseball-toss more than the length of the court.

To everyone’s surprise (especially my own), the ball swished through the basket. The 150 kids immediately exploded in cheers and I raised my hands over my head triumphantly. Sadly, that was the peak of my athletic achievements. And I’m still waiting on that million dollars.

Apparently suing for the money won’t help either.

Several years ago, Orlando criminal defense attorney Cheney Mason was representing a Texas man who was accused of killing four people. Because of the grisly nature of the case, it generated national attention. Mason even appeared on Dateline, NBC’s primetime news show.

Mason was certain of his client’s innocence. When NBC’s Ann Curry questioned whether there was enough time for his client to commit the crime, Mason definitely did not think so. “I challenge anybody to show me,” he said, and “I’ll pay them a million dollars if they can do it.”

Well, Dustin Kolodziej, a law student from Texas, did just that. While he may have broken some speed limits, Kolodziej was able to show that the crimes could be committed in the timeline laid out by the prosecutors. Accordingly, he demanded that Mason pay up. When he didn’t, Kolodziej filed suit, claiming Mason breached a unilateral contract to pay the reward.

Mason responded by saying the comment he made was in “jest,” and more importantly, taken out of context. He explained saying that the challenge was directed toward state prosecutors, and Mason even chuckled when he made the comment. Because the interview was edited, the target of the challenge wasn’t clear based on what was aired. Mason said, “It was all done humorously and the transcript reflects that.”

The Eleventh Circuit Court of Appeals agreed and recently ruled in Mason’s favor. The Court held the proper test of Kolodziej’s claim under Florida law was whether “a reasonable, objective person would have understood [the lawyer’s words] to be an invitation to contract.” Much to my dismay, the Court went on to say that, “The exaggerated amount of ‘a million dollars’ – the common choice of movie villains and schoolyard wagers alike — indicates that this was hyperbole.”

Finally, the Court ruled that, “We find it neither prudent nor permissible to impose contractual liability for offhand remarks or grandstanding.”

Looking on the bright side, I’ve now decided to offer my kids a million dollars every time they shovel the driveway for me.

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