



The King's Ferrari as featured in the July 1988 *Car Collector* story by Alan Boe.

# THE CASE OF THE KING LEOPOLD FERRARI

BY LAWRENCE SAVELL

**K**ing Leopold III ruled Belgium until his abdication in 1950. His resignation reportedly was in response to continued domestic displeasure with his apparently premature surrender to Hitler in May 1940.

Leaving his son to carry on the "family business," Leopold returned to the simple pleasures of life, such as 200mph automobiles. One of the ex-King's favorites was a custom-designed 375 Plus Pinin Farina cabriolet built in 1954 and known worldwide as the "King Leopold Ferrari." (Pinin Farina was the designer; the "375 Plus" was Ferrari's racing engine at the time.) This high-powered, 12-cylinder convertible coupe was hailed as "one of the most beautiful and elegant open bodied Ferraris ever created."

Characteristically, Leopold gave up the car, and it passed into private hands. Wayne Golomb bought it, in deplorable mechanical condition, in Belgium in 1969 and shipped it to Illinois. There he, his brother Larry, his parents Genevieve and Raymond, and his girl friend Graceia Voyles spent over a decade restoring the car to its former majesty.

Robert M. Lee (the near-namesake of another famous surrenderer), a big game hunter and exotic automobile collector, wanted the car. However, in February 1985 Wayne told him it was not for sale. When Lee asked how much it would take to buy it, Wayne quoted \$275,000 (which he apparently thought so high no one would be interested). Lee counter-offered \$175,000; Wayne said no.

The hunter continued to pursue his quarry. On October 11, 1985, Lee offered Wayne \$200,000, then \$210,000;

Wayne said no. On the 12th, Lee offered \$225,000; Wayne said no. On the 15th Lee offered to split the difference; Wayne said no. On the 16th Lee made an offer he thought Wayne could not refuse: the \$275,000. Wayne, however, did not say "I accept." The parties disagreed about what he did say. Wayne claimed he said he would take the offer to his parents to see whether they approved. Although Lee did not claim Wayne gave an unequivocal "yes," or even a renewed offer to sell at any price, he insisted that Wayne mentioned nothing about his parents' approval.

Lee flew to Chicago on October 17 to pick up the keys. Wayne told Lee to make out four checks (for Voyles and three of the Golombs, excluding Larry). Lee did so. However, Raymond and Genevieve could not bear to part with the King Leopold Ferrari. On October 21, Wayne sent Lee a letter advising that "after talking with [his parents], the car will not be sold" and that he was returning the checks.

Lee sued Voyles and the four Golombs, contending that Wayne broke his contract and should be ordered to turn over the car.

On March 30, 1990, The United States Court of Appeals for the Seventh Circuit affirmed a trial court decision in favor of Voyles and the Golombs.

At trial, a magistrate had found that no contract had been formed. While Wayne had made an offer of \$275,000, Lee had not accepted it. Lee's counter-offer had rejected the original offer, which had expired and could not be "accepted" later. Wayne had rejected all of Lee's increasing bids.

When Lee finally bid \$275,000, there was no offer on the table. Wayne had not accepted the bid of \$275,000 but had said he was waiting for his parents' approval. His asking for four checks supported his claim that the rest of the family had a role to play.

The court came to the same conclusion under "the statute of frauds." This refers to a celebrated English law requiring documentary proof of certain transactions; nearly all states have a version of that requirement. Under the Uniform Commercial Code, adopted in Illinois, a contract for the sale of goods worth more than \$500 "is not enforceable . . . unless there is some writing sufficient to indicate that a contract for sale has been made between the parties and signed by the party against whom enforcement is sought."

Although Lee peppered Wayne with paper, including letters summarizing their purported "agreement," Wayne signed none of these. Not until the letter of October 21 had Wayne put pen to paper, and that letter denied that a contract had been made. Thus, there had not been any agreement signed in writing by the person Lee sought to bind.

As the court advised, "Those seeking a royal car for their own collections had best negotiate with all four Golombs next time." 

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*This column provides general information and is not intended as a substitute for consulting an attorney.*