

Carlos Contreras
Business Law 1122
Homework: 11

I. I learned that a contract to personally pay the debt of another person, a contract by an executor or administrator to personally pay the debts of a deceased person, a contract involving the sale of an interest in real property, and a contract made in consideration of marriage be in writing must be in writing.

II. I believe it's the possibility of performance test.

III. The 3 main points made in this chapter about the parol evidence rule were that no evidence prior to or at the time of the signing can be presented in court to change or alter the terms of the written agreement, parol evidence can be introduced if it doesn't change anything in the written agreement, and that the parol evidence rule only applies to agreements made prior or at the signing of a written agreement.

IV. The statute of frauds would not prevent Frank from collecting the bonus.

V. I don't believe the contract falls within the statute of frauds because it's over the year period.

VI. I believe the attorney can collect her fee because there was people there that witnessed this oral contract take place.

VII. I don't believe Lopez is correct here.

VIII. I don't believe Lisi can legally require Talbot to abide by the original agreement he had with Brock.

IX. I don't believe that Orcini is correct in his claim.

X. No because it would alter what the written agreement states.

Cases for Review:

I. The oral agreement is not binding on the tenant because it would cause changes in the contract.

II. The appeals court should not decide for Whitman because it should've been in writing.

III. I would decide for Long because it's true that parol evidence isn't allowed to change anything.

IV. Healy can't legally hold Bratman liable for his oral promise to pay because a promise like that needs to be in writing.

V. Malo is correct because you're not allowed to alter what's in writing.