

Carlos Contreras  
Business Law 1122  
Homework: 12

- I. a. The assignor is Thomas Long.  
b. The assignee is George Northman.  
c. Mr. Northman is a party to this document because he's the obligor.
  
- II. This agreement would indeed also create a delegation of duties.
  
- III. A note can't be "too informal" as long as it's in writing so Majors can't refuse to pay.
  
- IV. I do agree with the FBI because Barber didn't know what was actually going on.
  
- V. Yes, because he got the evidence needed to prove that Sibley Co. acted in a fraudulent manner, he can assert fraud as a defence.
  
- VI. I don't believe the First National Bank can enforce payment of the contract against Beldon.
  
- VII. He shouldn't accept the services of Yancy because that's not who he initially asked for help.
  
- VIII. Plonski can go to Cancho and get the money because he was not notified of the assignment.
  
- IX. The banquet can legally cancel the event and sue Forman for breach of contract because that's not the player they asked for.
  
- X. No, Ross cannot recover the \$500 from Egan because he already had paid the \$250.

### Cases for Review

I. Hudgens was given a broken down car after being told it was in great shape so I believe this does fall under fraud.

II. I believe that Mountain Bell shouldn't be obligated to pay First National because they weren't aware that they had to pay them.

III. I believe that the court should require Roberts to assume the duty to pay those taxes because it was part of the assignment made by Smith.

IV. I believe that the contract was assignable.

V. I don't believe Elkin was entitled to the money because this was wife support and Elkin is not his wife.

VI. I don't believe Stone is liable because it wasn't his duty to take care of that problem.

VII. I believe that Malik is correct because taking care of that card was none of his business in the first place.