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Business Law 1122
Homework: 13

I. Commercial impracticability is a common law because if a task is impossible to perform, it should cover everyone.

II. C. contract is breached

III. A substitute contract took place to make Bloomingdale be the one in charge of the contract instead of Martinson.

IV. I agree that the contract was discharged because Vance is able to ask any other peanut grower out there in the business.

V. Flannigan can sue for breach of contract because Brite admitted to liking the painting, but just didn't have the money to pay for it.

VI. LaChase is not correct because he had only completed 25% of the house and you need at least 95% of the house to sue for that.

VII. It depends on what state this takes place, but if it's outside of New York, Quimby isn't allowed to collect rest of the money.

VIII. Yes because Margaret in writing said she would pay the debt and restarted the 6 year waiting period.

IX. I believe if the contract stated 75,000 gallons of water, that's how many gallons should be delivered regardless of the warm weather.

X. I don't believe Josten was correct because he had no right to change the plans without permission.

Cases for Review

I. The Surety Development Corporation is entitled to the balance due on the house because they completed the task.

II. I believe that Deive can cancel the contract because he would die if he tried to complete it.

III. I believe the hotel is correct because the golf course is only there to serve the customers of the hotel, but there's no more hotel so it serves no purpose.

IV. Anderson will not succeed because the check wasn't cashed and he clearly has enough to pay the rest.

V. Bergman's suit should be successful because the task wasn't impossible because changes were allowed and Parker just didn't try.

VI. U.S. Fidelity is correct because the common law shows that it's not possible to make the building.

VII. No because a power outage isn't considered an act of god.