

Carlos Contreras  
Business Law 1122  
Homework: 8

I. Jenetta agreed to work as an administrative assistant for Di Brin, owner of the BuildWell Construction Company for \$2,500 a month. After six months on the job, Jenetta claimed that because her wages were inadequate, her current contract was terminated. Is she correct?

Jenetta is not correct because she agreed to work under that amount of money, it's not Di Brin's fault that Jenetta thinks it's too little now.

II. Discuss the differences among adequate consideration, moral consideration, and past consideration.

Adequate consideration makes sure the deal is fair and no one gets a better deal. Moral consideration is when someone thinks it's the right thing to do. Past consideration is when someone promises something after an act has already taken place.

III. Martins joined an amateur football team. Before he officially started playing in league games, he, like other players, signed a contract with Holland Park, the owner of the football field where the games were to be played. As part of the contract, Martins acknowledged that football was a dangerous activity and agreed to personally assume all risks in case he is injured. During the football season, Martins was injured at the scheduled game. He then sued Holland Park, claiming that maintenance of the football field was inadequate for the sport being played and that this lack of maintenance caused his injury. When presented in court with the contract containing the release from injury clause, Martins claimed that the clause was not valid because of the lack of consideration. Is Martins correct?

Martins isn't correct because the field is part of the game and he got injured on it.

IV. Visca, while visiting a friend's house, was injured when some heavy ceiling tiles in the bathroom came loose, fell, and hit her squarely on the head. She suffered a slight concussion. Her friend gave her money to see a doctor and pay for the prescriptions ordered by the doctor. In turn, Visca agreed orally not to sue her friend for the injury she received. Several weeks later, because Visca complained of severe headaches and had to make several more visits to a doctor and continue with medication, she decided to sue her friend for additional expenses and pain and suffering. Can Visca recover the additional money?

Visca can't recover the additional money because she had already orally agreed not to sue her friend.

V. Graves was struck by a car driven by Koons. They then had a dispute as to whether or not the accident was Koon's fault and as to the extent of Graves's injuries. They finally agreed that Koons would pay Graves \$1,500 (and he did) in return for Graves's promise to release Koons of all liability. In the event that Graves' actual damages later turn out to be in excess of \$1,500, is Graves still bound by his promise of release?

Yes, in the event that Graves's actual damages turn out to be over \$1,500, he's still bound by his promise of release.

VI. When Glocker received her bill from Lawnmark, a lawn care company, she became very angry about the amount that the company claimed she owed. She immediately wrote a letter to the company's general manager, giving her version of the amount owed and including a check for that amount. She marked on the face of the check "paid in full settlement of the claim by the Lawnmark Company." The general manager cashed the check and immediately sued Glocker to recover the remaining balance. Can the general manager legally collect?

No, the general manager cannot legally collect because once the check is cashed you can't ask for more. You're supposed to send it back or hold it if you want the rest.

VII. Delacruz, a nuclear reactor specialist, while employed at the Municipal Gas and Electric (MGE) nuclear power plant was offered a job with the U.S. Government Nuclear Regulatory Commission at a much higher salary. She was to begin work with the commission immediately. Since her contract with Municipal Gas and Electric had not yet expired, MGE offered to increase her salary if she would complete her present employment contract with them. Delacruz agreed and stayed until her contract with MGE expired. MGE then refused to pay the promised increase in salary. Is Delacruz legally entitled to the salary increase for staying on with MGE?

No, Delacruz is not entitled to the salary increase because her job was to stay with the company until the contract ended. That was her job or she would've breached the contract.

VIII. The City of Newland through its financial director entered into a contract with Armae, a waste management contractor, to haul away all the city's waste products for a certain price. After the contract was made, several new rental units were built in the city, and Armae, based on his higher costs, asked the city for an additional \$20,000 dollars a year. At a public meeting all city council members voluntarily voted to authorize the mayor to pay Armae the additional amount. Several community citizens who attended the meeting then sued the city, claiming that the additional compensation should have been denied. They based their claim on the theory that a contract was already in place and that there was no consideration for the payment of the increased compensation. Were the contract modification and additional \$20,000 per year to Armae valid?

The contract modification isn't valid because that's not the city had asked for in the first place. Armae should've followed the original guidelines in the contract.

IX. The board of directors of Hill Haven, a home for the elderly, was accepting donations to build an additional dormitory at the home. Hogan promised in writing to donate \$3,000 for the proposed addition. Relying on this and other pledges, the directors contracted for the construction of the dormitory. Is Hogan bound by the promise to donate \$3,000?

Hogan is indeed bound by the promise to donate \$3,000 because construction already started and you can't take it back now.

X. Davies was employed in the data-processing division of a bank. Desmond and Zwick, owners of a firm that manufactured athletic equipment orally promised Davies a position as office manager if she would quit the bank job and work for them. Davies quit her job at the bank, but Desmond and Zwick did not keep their promise to hire her. Can Davies legally enforce the promise made by Desmond and Zwick to hire her?

Yes, Davies can legally enforce the promise made to her because it was an act of forbearance.

### **Cases for Review**

I. They were in no position to claim that because they clearly made payments which showed it had value to them.

II. They were not correct because the noncompete clause was there to stop rivals from hiring them.

III. The promise Presley made was not enforceable because it was more like a gift than an agreement.

IV. I believe that Ralston doesn't have a valid claim because the state of Kansas doesn't allow you to follow through.

V. I believe the sale cannot be voided because this agreement wasn't money for money which means it can follow through.

