

Dennis winkel and loren vranich

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1. The applicable issue in this case is whether or not Dennis Winkel and Loren Vranich have legally modified the original employment contract via an oral agreement. According to Montana Law a written contract can only be modified in writing or by an executed oral agreement, that being the case, Dr. Winkel has no grounds, since it was a verbal agreement, and never updated in writing. From an ethics standpoint, Dr. Vranich did not act ethically. Since he gave Dr.

Winkel a raise, he should have adhered to the remainder of the agreement, inclusive of profit sharing. Although Dr. Vranich wanted Dr. Winkel to buy into the practice, and in return he would receive the profit sharing, it is reasonable to assume that the contract was enforceable since, Vranich fulfilled one portion of it, with the increase in salary, but it was never solidified in writing. 2. Silence as acceptance is the issue in the case of J. C. Durick Insurance v. Andrus. The solution in this case is J. C. Durick should recognize a loss.

Since there was an offer extended, but the offeree gave a counter, but the offeror, still issued a policy in the way he thought it should be drafted, per his company, and not the way Andrus requested. For a contract to be viable there must be an offer and acceptance. Since Andrus did not respond, he should not be held accountable for the cost of the premium. A better solution would have been for the insurance company to issue a policy in the way the client requested, with a value of \$24, 000. In addition, Andrus could have sent a written declaration, that he does not intend to carry out the policy. .

The issue in Chuckrow v. Gough, was preexisting duty. Although under preexisting duty Chuckrow isn't obligated to pay Gough any additional funds

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because they had a preexisting contract which covered the cost of tools, equipment, materials, etc to complete the job, the same holds true even though some of the scaffolding fell. Gough is still expected to complete the job, even if he loses money in the process. Morally, a good compromise would have been for Chuckrow to compensate Gough, for at least half of the cost of rebuilding the trusses, but legally he's not obligated.

Therefore, Gough cannot recover the cost of the expense for additional trusses. 4. Unilateral mistake is the issue in *Steele v. Goettee*. There is definitely a unilateral mistake, on the side of the estate representative/real estate broker, but could also be a mutual mistake. Prior to listing the estate on the market there should have been a survey done or a review of the deeds, either would have revealed the true square footage of the property, which in turn would have eliminated this suit altogether.

On the other hand, prior to agreeing to the cost, Steele should have had a survey done to ensure he was getting exactly what he was paying for. The estate should be held to a higher standard, since it was the seller of the property, i. e. the offerer. But in all fairness, it is a difference of nearly 7, 000 acres, and Steele should be willing to compromise, and pay additional funds, since it's a significant change in the square footage of the land, than originally listed.