

# [Business law](https://assignbuster.com/business-law-essay-samples-11/)

[You’re [Your Teachers [You’re Case In the instant case of, “ Bruce H. Bennet et al., Plaintiffs-Appellants, v. American Electric Power Service Corporation, Defendant-Appellee”, the trial court and the court of Appeals ruled that the action initiated by the Plaintiff-Appellants, seeking a rescission of the contract, could not stand due to the fact that the contract they entered into “ constituted a binding contract” and that “ AEP had not breached the contract of assignment” therefore “ Judgment in favor of AEP was given (“ Bruce H. Bennet et al”). The plea of nonpayment of one-dollar could not stand as because “ Such nominal consideration will not constitute breach” in cases where the nominal consideration does not agree with the “ actual value of the subject of the contract” (“ Bruce H. Bennet et al”). Case 2 In the instant case of, Adell Broadcasting Wadell TV v. Apex media sales there was sufficient consideration for the amended agreement. The consideration for the agreement was the continuation of the parties’ business relationship. Due to the fact that there was consideration for partial payment of the debt amount, the defendants cannot have rescission of the amended agreement. Works Cited “ Bruce H. Bennet et al., Plaintiffs- Appellants, v. American Electric Power Service Corporation, Defandants Appellee”. Lexisone. com. Lexisone community. n. d. Web. 09 Mar. 2011.