

# Bus law wk3 dq



**ASSIGN  
BUSTER**

“ Marie is painting the inside of her house with a paint sprayer. Her neighbor, Rudy, is telling Marie that he is impressed with how the paint sprayer makes the job go faster. Marie says to Rudy, “ my back is killing me. I am never doing this again. When I am finished with this job, you can have the paint sprayer. “ Rudy replies, “ Great! I can use a paint sprayer! “ The following week, Rudy drops by and “ noting that the painting is finished “ asks Marie for the paint sprayer. Marie tells Rudy that she has changed her mind and is going to keep the paint sprayer. Rudy becomes irate and tells Marie she will be hearing from his attorney. Is there an enforceable contract in this situation? Identify and discuss the elements of a valid contract and predict whether Rudy can legally compel Marie to surrender the paint sprayer. No, there was no enforceable contract since Marie and Rudy did not have a written agreement which transferred the paint sprayer to Rudy. An enforceable contract would require two important aspects that are associated with statute of frauds and concept of acceptance. Hence, in this case if one party only agreed to the contract without signing it, Rudy cannot legally compel Marie to give her paint sprayer. “ Felipe Underwood is a famous artist whose portraits are in demand nationwide. Doris Williams thinks it will give her prestige to own an Underwood portrait, so she pays Felipe \$50, 000 to paint her portrait from a photograph. Unknown to Doris, Felipe gives the photograph to Malina because he has accepted another commission to paint the portrait of the president, and Malina completes the portrait. When Doris has a party to unveil her portrait, an art critic guest tells her that although the portrait is painted in the Underwood style, it is a fake. Doris’s attorney files suit against Felipe for breach of contract and for seeking specific performance. Summarize the

contract remedies available to Doris and the defenses available to Felipe, if any. Be sure to include your legal reasoning. Clearly, Doris was a victim of a material breach as Felipe obviously fails to perform his job on painting the picture. In essence, Doris can claim her money back because of the breach of contract. If for some reason this cannot be performed, she can be awarded certain equity because Felipe failed to execute the contract. Doris must do this in a specific time periods, otherwise the statute of limitations will be implemented, which will be detrimental to her case. Felipe in this case can argue that the job was completed, but has no leverage since he didn't complete the job. a€? Diane, a salesperson for Peach Computer Store, offers to sell Roger a custom-built personal computer for \$2, 700. Roger says, a€? Ia€™™ll take it, but I want you to throw in a DVD burner for free. a€? Diane says, a€? Ia€™™ll have to speak with my manager, who has out to lunch. a€? Roger, not wanting to wait any longer or return to the store later, pays the \$2, 700 and leaves his address for delivery. When the delivery is made 3 days later, there is no burner installed. Roger contacts Diane, who tells him that her boss did not accept Rogera€™™s proposal. Roger is offended, so he tells Diane, a€? Ia€™™m bringing this computer back, and I expect an immediate refund! a€? Diane does not want to refund the money because of the unique configuration. She knows that you are studying LAW/415, and asks you what the storea€™™s legal obligations are. You recall that the Uniform Commercial Code is applicable to this kind of transaction, and you have your textbook open to this weeka€™™s readings. What advice do you give Diane? Explain the legal reasons for your advice. Since the computer was a customized machine, Roger cannot sell the computer back under section 2-201 of the UCC. In addition, Roger never promised Diane the DVD

burner, but merely it was just a discussion and an attempt to help Diane. Roger cannot return the computer due to this regulations. Since the buyer entered the contract by customizing the computer, and there is no defect in the product, that the buyer cannot return the property according to exclusions and modifications of property clause. a€? Jake has been laid off and owes massive credit card debt. Sandy, who works for Boatland, Inc., sold Jake his sailboat on credit. Jake still owes \$8, 000 on the boat and is behind on the payments. Sandy arrives at Jakea€™™s home to repossess the boat, at which point Jake comes running outside saying, a€? you cana€™™t take my boat! a€? He hands Sandy a copy of a filed Petition in Bankruptcy. May Sandy proceed to repossess the boat? Explain the legal reasons for your answer. The lender or Sandy has the right to repossess the car since Jake is near bankruptcy. If a debtor defaults on his payment, then the lender can claim the boat. But in this case Jake filed a Petition in bankruptcy, but the court did not proceed with his case. Thus, Sandy has the right to take the boat since the boat is collateral against the loan. If Jake fails to make out monthly payments, Sandy can take the boat. a€? Tom and Sam want to start a plumbing business together. They purchase vacant Lot A, on which they intend to build a warehouse, for cash, as joint tenants. Then, Tom sees a courtroom drama on TV, after which they purchase Lot B for their planned showroom, for cash as tenants in common. Unfortunately, the next day Sam suffers a fatal heart attack. His will leaves all his property to his brother, Joe. The next month, Joe contacts Tom and demands cash for his interest in the two lots. Does Joe own an interest in each lot? Discuss the factors that must be taken into consideration in choosing a form of joint ownership of property. No, in this case if the other owner dies, then the joint ownership is broken,

and he doesn't owe interest. In every state, if the other owner dies, then the joint ownership is broken until unless the owner wants to continue to own the lots. This case is complicated in two ways because of two major aspects. The first scenario: if Tom and Sam don't want their partners to inherit the interest after death, they must remove this partnership and claim it as "right of survivorship." This means that when one of the partner dies, the interest does not transfer. However, if either of them wanted to obtain a full claim to joint tenancy, then the interest is transferred. Since Tom and Sam did not practice this claim, Tom does not owe interest. Works Cited breach of contract. (2011). In Encyclop? dia Britannica. Retrieved from <http://0-www.britannica.com.lrc.cod.edu/EBchecked/topic/78398/breach-of-contract>