

# Analysis of james donald

Law



It is of significance to note too that such financial incurrence would only and only happen if there was termination without cause, for instance, an entitlement of \$20 million in the event of a Constructive Termination. The delegation of the duties tasked at the heart of the corporation's management does not essentially lie at the discretion of the Board of Directors. The court gives no legal sanction to such agreements which impact on the hindrance of the directors in any substantial way within their duty to exercise their best judgment over the corporation's management issues (Clarkson, Miller, Cross & Clarkson, 2012). Furthermore, the agreement or contract that James Donald entered into with the DSC Corporation does not in any official manner preclude the board of DSC from fulfilling the corporation's fiduciary duty and exercise of its statutory powers.

The board of directors for the DSC Corporation have the full exercise of their statutory powers within the context of the agreement Donald signed for his contract terms. Therefore, a rise of the point that the contract limits their powers is baseless and only eyes at the financial damage of the corporation may result into in the event of \$20 million in the case of termination without cause. On the other hand due to the court's limited jurisdiction over the granting a legal sanction on agreements which would hinder in a significant way the director's authority to best use their rational judgment over the corporation's management (Mann & Roberts, 2013).