

Case problem

Law



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Contracts Enforceability Contracts are normally formulated to ensure that each party honors its obligations failure to which the aggrieved party can seek legal redress. However, there are many types of contracts ranging from written to verbal. Still, there are other contracts, which, though legal are not enforceable. For instance, the laws pertaining to prostitution in England do not incriminate the habit. Ironically, though, no dis-satisfied party can take legal action against the other who fails to honor their end of bargain.

Nonetheless, other contracts made without written evidence could still be valid and enforceable before a court of law. In this essay, the aim is to argue that in the case of Isabella vs. Cato, the former can successfully, enforce the latter's promise.

The background of this case is that Cato promised Isabella \$40, 000 upon enrolment and subsequent graduation from college to which the latter successfully does. Upon demand of the honoring of the promise, Cato cites lack of contract and enforceability. In this case, Cato cannot denounce the contract because Isabella has honored her part. According to US constitution, " If an oral contract that cannot be fulfilled within one year has been fully performed, the contract is fully enforceable (regardless of how long performance actually took)" (National Paralegal College, p. 12)

Had Isabella failed to enroll or fail to graduate from the college, Cato would have legal grounds to overlook the contracts. If one party fails to honor their part of bargain there has to be a case (National Paralegal College, p. 12). In other words, if Isabella despite failure to graduate still demanded the \$40000 promise, Cato would not pay. Conversely, now that she graduated, Cato has to honor the promise. Worth noting is the fact that a contract does not necessarily need to be in a written form to become enforceable.

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Nevertheless, it is vitally important to understand that in United States, some contracts have to be in form of writing. As for the Cato -Isabella case, this is not one of the cases requiring such parameters.

Work cited

“ The Statute of Frauds” . National Paralegal College.". N. p., 12 Apr. 2013.

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