

# Business law case- thomas vs thomas assignment

[Business](#), [Management](#)



From Fall 1977 to Summer 2000, Deer's salary was less than the former dealership where he used to work because he believe this is the price he has to pay for in order to take over Thomas Motors from his father. However, Ron and Iron's wife Elaine claimed that this payment was a price term included in the contract to transfer Thomas Motors which was never agreed upon.

Thomas Motors was sold in 2006 without notifying Drew. On June 21, 2006, Drew filed suit to the district court against Ron, Elaine, and Thomas Motor for breach of the oral contract and unjust enrichment.

The district court claimed that an express enforceable employment contract covered the same subject for the unjust- enrichment claim. On the second motion, the court dismissed the oral contract claim because there was a material price term in the oral contract which was never agreed upon and therefore the contract was not enforceable. Drew appealed the district court for determining there was an express oral employment contract separate and apart from the promise; and it prematurely dismissed the unjust-enrichment claim considering the Thomas Motors transfer was not enforceable.

ISSUES: The court granted the motion, finding that the parties did not enter into a valid enforceable interact because (1) a material term of the alleged agreement was for Drew to pay a monetary price for the business (2) the parties never reached an agreement on the price or an objective means for determining the price. The court rejected the argument for the oral contract as statue of frauds because the contract could have been performed within a year, and the contract did not involve real property.

Therefore the statute of frauds was not implicated as a matter of law. Drew argued the district court erred in granting summary judgment on the unjust enrichment claim before it had found that the express contract in Count I was enforceable, and here was a genuine issue of material fact as to the existence of an express employment agreement separate and apart from the promise to convey Thomas Motors. LAW: The court applied Idaho Rules of Civil Procedure (I. R. C.

P) saying that summary judgment is appropriate if the pleadings, depositions, and admissions on file, together with the affidavits, show that there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law. According to I. R. C. P. The recovery is not allowed under unjust enrichment “ where parties have made a contract for themselves, covering the whole subject matter. Only when the express agreement is found to be enforceable is a court precluded from applying the equitable doctrine of unjust enrichment in contravention of the express contract.

Drew “ must set forth specific facts showing that there is a genuine Business Law Case-Thomas vs. Thomas By Sarah district court dismissing the unjust-enrichment claim. As a matter of law that the written contracts are valid and enforceable and covered the same subject matter although the district court erred in granting summary judgment on the unjust- enrichment claim before it had found that an enforceable contract covering the same object matter existed. Neither party is awarded attorney fees on appeal.

RATIONALE: First, the court rejected the Respondents' argument of insufficient definite material terms of oral contract in the alternative is because the agreement as alleged by plaintiff is supported by sufficient evidence in the record to preclude summary Judgment dismissing the claim for breach of the contract. Second, the court rejected the oral contract was invalid under the statute of frauds because the contract could have been performed within one year and the contract did not involve real property.

Third, the court affirmed that unjust enrichment could not apply because an express contract governed the agreement, which saying Drew agreed to accept less compensation for his services. It is improper to change the terms of that employment agreement by application of the doctrine of quasi-contract. It is very common that managers might promise employees something appealing, such as promotion and commission, as an incentive for employees' performance. However, those oral promises are not always written in the contract. This case demonstrates this type of problems between employees and managers.

If a manager promises me something, should I tell him/her to make it written in the contract so the promise is enforceable? Is it realistic and appropriate to do so in the real world? Of course, we all expect both managers and employees work in good faith. A good manager is necessary to include both responsibility and reward of an employee based on mutual consented consideration; s/he needs to understand the scope of the responsibility before s/he hands out the task to an employee. If the task is out of the scope

mentioned in the former contract, it is necessary to make amended one stating clearly about rewarding policy for a certain task.