

# Angela woodside vs. doyle construction essay

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1. Has Doyle Contractors breached its contract with Angela Woodside?

Explain your answer fully. 2. Does Ms. Woodside have to wait until after April 1, 2008 to sue Doyle Contractors for breach of contract? Explain your answer fully.

3. Assuming a breach of contract has or will occur, what remedies does Ms Woodside have after the breach? 4. What defenses might Doyle Contractors raise in the event it is sued by Ms. Woodside? 5. Ms. Woodside has stated that a farmer has approached her about taking over the mortgage payments for Doyle Contractors and receiving title to the land. Explain the contract principle(s) that would apply to such an arrangement, whether it would need to be in writing and whether you would need approval from Doyle Contractors.

6. If Ms. Woodside were to permit a farmer to take over Doyle Contractor's mortgage payments, please draft a contract clause for the agreement between the farmer and Ms. Woodside that would protect Ms. Woodside should the lands zoning be changed once again. I believe that Doyle construction has breached the contract with Angela Woodside. Ms. Woodside provided owner financing by accepting a down payment of \$100, 000.

Doyle Contractor agreed to pay Ms. Woodside \$400, 000 installments over (10) years. Doyle contractors have a duty to Ms. Woodside.

She did not know that the Ohio Board of Agriculture was going to designate part of the land solely for Agriculture use. I believe that Ms. Woodside does not have to wait until April 1, 2008 to sue Doyle Contractors for breach of contract. When Ms.

Woodside was notified that Doyle Contractors intended to stop making monthly payments for the land after April 1, 2008, she needed to see a lawyer. I believe that the remedy Ms. Woodside has is to look for another buyer or sell to the farmer. If some of the land is going to be use for agriculture he might want to use all of it for that reason as well. I believe that Doyle contractors were planning on anticipatory breach of contract. They believed that they said they will not substantially perform a contract, because of re-zoning the land by the Agriculture Preservation Area.

Doyle contractors are not sure that whether performance will be rendered when due is insufficient to constitute a reputation. They also believe that the re-zoning will hinder there ability to perform the contract. The farmer will need to make an offer to Ms. Woodside that is equal or more than what Doyle contractors is currently paying. Ms. Woodside will need to agree to the offer from farmer.

I believe that it will be in writing with the farmer to protect Ms. Woodside. I do not believe that Ms. Woodside will need approval from Doyle contractors because they should be out of the picture since they are not happy with the fact that the land was re-zoned. This Agreement and the exhibits attached hereto contain the entire agreement of the parties with respect to the subject matter of this Agreement, and supersede all prior negotiations, agreements and understandings with respect thereto.

This Agreement may only be amended by a written document duly executed by all parties.