

# The plaintiff wending essay sample

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The Plaintiff Wendling was originally awarded damages for the breach of an oral contract for the purchase and sale of cattle to the Defendants Puls and Watson by the Harvey District Court; which the Defendants turned around and later appealed. Both of the Defendants argued that the oral contract was unenforceable by law and the damages were also not calculated correctly.

### Facts

Plaintiff Wendling, who was a farmer and stockman, met Defendant Puls, who was a cattle buyer in July 1973. The two got to talking and Wendling informed Puls that there was a possibility that he would have cattle for sale around mid August. On August 13th, Puls received a call from Wendling letting him know that he had cattle ready to be sold. The two later met, along with Puls's financial assistance Watson and agreed on a sales price based on the weight of the cattle on August 16th. Puls left a deposit of 1, 000 dollars with Wendling for the cattle. On the scheduled date for pick up, Puls requested an additional week for delivery of the cattle.

Needless to say, after the week went by there was no sign of Puls. He failed to respond to any of phone calls or messages left by Wendling. When he was finally able to reach Puls on August 27th, he learned that Puls didn't have a place to store the cattle. Since there were so many issues, Wendling asked Puls for an additional down payment, which was refused by Puls. Puls went on to suggest that maybe he should just sell his cattle to someone else. At that time, Wendling suggested to Puls that he provide him with a written release, which he just ignored. Wendling went on to seek legal advice and was advised to get a written release from Puls before engaging in another sale of the cattle. Wendling tried to reach Puls, but was unsuccessful;

however he was able to reach Watson. He asked Watson if they both would meet him at his lawyers' office, so that he could obtain a release from the contract in order to find another suitable buyer. Neither of the two showed for the meeting.

On September 11, 1973, both Puls and Watson were both served for breach of contract. Wendling later found another buyer for his cattle, but lost money due to the fair market value at the time of the sale. He wound up selling his cattle for \$39, 978. 40 when his original contract with Puls and Watson would have earned him \$50, 533. 50. Issue

Was there in fact a legal binding contract? Were there any statues of fraud when it came to the term and conditions of the contract? Was the Plaintiff acting legally when he set what he considered a reasonable date to complete the contract? Was the seller entitled to keep the down payment of \$1000? Should the Plaintiff be entitled to damages? Did the courts use the appropriate date to assess the damages? Answer/Holding Was the Harvey District Court in Kansas correct in issuing judgment for the Plaintiff for breach of an oral contract in the original judgment? The courts held that yes they were correct in their original ruling for the Plaintiff in this case.

Reasoning

Where the party against whom enforcement of an oral contract is sought admits the existence and terms of a contract in their testimony now becomes enforceable under K. S. A 84-2-201 (3)(b). It was blatantly obvious that there was a contract. Both parties openly admitted the existence of the contract during the court proceedings. Their testimony proved that there was

in deed an agreement on price, quantity of purchase and the date of delivery. It was also proven that the seller served written notice that contained all of the terms and conditions of the contract to both defendants, which they both declined to respond to. Disposition

The judgment was affirmed due to the fact that Defendants, Watson and Puls both agreed that there was an actual contract. This backs up the finding that they did in fact breach the contract, so the original ruling stands.