Your Name

Instructor Name

Course Number

Date

**Case Study**

**Response to Question 1**

According to the scenario, Morris would seek out Specific Performance in his case against Madarigas as Specific Performance is refers to a promise made in a contract. It happens when the court forces the parties to fulfill their original contractual obligations, but the contract would only include sale of land and some other unique assets. In this case of contract, the secret formula of “Albert’s Famous Mexican Hot Sauce” is a unique asset for Madariagas and no award can replace its amazing recipe. Cutting of an item from the menu can lead to loss of customers as in this case without the special salsa, the restaurant may not work people because the customers are used to and attracted to this salsa. This issue can only be resolved only if they grant access to the Hot sauce formula. Under this Specific performance, Madarigas will strictly follow the contract and perform to what they agreed upon (Laurence and Attorney).

**Response to Question 2**

The tractor needs to be repaired at any cost and for the repairment of this new tractor Ted received awards that were given to him based on direct damages he had. The tractor did not perform the intended service and as Ted expected, so this constitutes a break of contract by the manufacturer. The direct damage refers to a damage that is directly attributable to an infringement like in the case of Ted who upon delivery of tractor finds out that the tractor does not start. The significant yet Consequential damages were awarded to Ted for his loss in harvest. These damages are awarded to Ted because the constructers have not fulfilled their contractual obligations which resulted in a crop failure of Teds $ 60,000 (Mikaloff).

**Question 3**: Blair Co.’s top officers asked an investment bank to find a buyer for the company. The bank sent an engagement letter to Blair with the following language: “If, within 24 months after the termination of this agreement, Blair is bought by anyone with whom Bank has had substantial discussions about such a sale, Blair must pay Bank its full fee.” Is there any problem with the drafting of this provision? What could be done to clarify the language?

After reading the textbook, page 417, I think my answer is yes to this question. There was a small problem with the elaboration of this establishment. The bank sent Blair a vague and ambiguous engagement letter. This engagement letter is a solicitation of an offer to the contract entered by Blair and the banker. An invitation is made to offer to the contact person must be indefinite, ambiguous and error-free. This case ended in a dispute over the definition of the word "substantial". A legal dispute is never a pleasing result.

**Question 4**: What are the advantages and disadvantages of hiring a lawyer to draft or review a contract?

Answer: The main advantage of hiring a lawyer to draft or review a contract is minimizing liabilities means it reduces the risk that the company issuing the contracts will be sued. By ensuring that all parties agree on the terms of an agreement and that all parties sign a relevant agreement, this strategy reduces the likelihood that a party may subsequently initiate legal action. And the disadvantage of hiring a lawyer is that it wastes both money and time. For the construction of a contract a company or anyone must employ the services of a lawyer and lawyers are very expensive now a days.

**Work Cited**

Laurence, Bethany K., and Attorney. “Contracts 101: Make a Legally Valid Contract.” *Www.Nolo.Com*, https://www.nolo.com/legal-encyclopedia/contracts-101-make-legally-valid-30247.html. Accessed 24 Nov. 2019.

Mikaloff, Justine. “Types of Damages Available for Breach of Contract.” *LegalMatch Law Library*, 4 June 2010, https://www.legalmatch.com/law-library/article/types-of-damages-available-for-breach-of-contract.html.

“Suit for Damages: Legal Provisions, Types of Damages with Examples.” *Toppr-Guides*, 23 July 2018, https://www.toppr.com/guides/business-laws/indian-contract-act-1872-part-ii/suit-for-damages/.