**[Week 7: Question 1](https://learn.dcollege.net/webapps/blackboard/content/launchLink.jsp?course_id=_168015_1&content_id=_5105087_1&mode=view)**

Alonzo Marchetti, who owned a construction company,

promised his son, Romo, that if Romo would manage the family business for their mutual benefit and would take care of him for the rest of his life, he would leave the family home to Romo.

Romo performed as requested – he managed the family business and took care of his father until the father died three years later.

When the father died, his will devised the family home to his daughter, Lucia Shipman.

Romo brought this action to enforce his father’s promise that the home would be given to Romo.

The daughter argued that the will should be upheld.

 What defense will Lucia use?

Who will succeed?  Did the son and daughter act ethically towards each other?

In this case Lucias argument would be that the will writes that the house would go to Lucia. Here argument in this case would be that there was a written contract by the will that it should go to here and thus is enforceable. A writing is required when the contract, by its terms or subject matter, cannot be performed in one year within the date of the agreement. So since the agreement was not taken part within a year the oral contract cannot be enforced. Yes they did act ethically toward each other, if Romo did not take the time for his father to get the will changed in his name that fault lies on Romo not Lucia for taking the house under the will.

### [Week 7: Question 2](https://learn.dcollege.net/webapps/blackboard/content/launchLink.jsp?course_id=_168015_1&content_id=_5105088_1&mode=view)

Carlson Mamet interviewed for a position with KAC, Inc.

During the interviews, Mamet questioned the permanency of the job and was told that “as long as employees do a commendable job, they have no fear of being laid off” and “employees are never laid off unless there is due cause.”

In March of 2004, Mamet signed a one-page employment agreement with KAC.

The first paragraph provided that KAC would employ Mamet “for a length of time determined by the will of KAC and Mamet.”

In June 2008, KAC began terminating many employees.

On March 8, 2009, Mamet was told he was terminated as part of the staff reduction.

By June 2010, KAC had laid off about 9,000 employees.

Mamet sued KAC for breach of the agreement to provide permanent employment to him.  Will Mamet succeed in proving that KAC breached their agreement with him?

In this case Mamet signed a contract that aid that KAC would employ Mamet for the time that KAC needs her at the company.  “for a length of time determined by the will of KAC and Mamet.”  KAC had the will to let Mamet go and thus is not in breach of contract that Mamet signed