**[Week 8: Question 1](https://learn.dcollege.net/webapps/blackboard/content/launchLink.jsp?course_id=_168015_1&content_id=_5105095_1&mode=view)**

Devon Smith owned an apartment building located on West 23rd Street in New York City.

Smith contracted with Renew Discount Security, Inc., to install security locks on the front door of the building.

On July 17, 1996, when Laura Eichner was visiting her fiancé at the building, she was accosted on the second-floor landing, dragged to her fiancé’s apartment, and raped.

Eichner sued Renew for breach of contract, alleging that the front door lock to the building was improperly installed and could be opened by a firm push, even when the door was locked.

Can Eichner sue Renew for breach of contract?

What theory will she argue?

Will she succeed?

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### [Week 8: Question 2](https://learn.dcollege.net/webapps/blackboard/content/launchLink.jsp?course_id=_168015_1&content_id=_5105096_1&mode=view)

Thompson entered into a contract with Barnes and Tilman for the delivery of one thousand bales of hay on the first day of each month for a period of twenty-four months, payment to be made in thirty days after delivery.

Within ten months after the making of the contract, Barnes and Tilman retired from business and transferred all assets, including this contract, to Hollister.

Thompson, on the first day of the following month, refused to deliver to Hollister the usual one thousand bales of hay.

The price of hay was then higher than the contract price, and Hollister sued Thompson.

Can he recover?

In this case since Barnes and Tilman transferred all assets including the contract to Hollister the terms of the contract that Thompson had with Barnes and Tilman still stand. Hence, Hollister can still recover the hay for the price listed in the contract made before since A claim or cause of action against another person can be assigned and was once the contact was assigned to Hollister.