**[Week 9: Question 1](https://learn.dcollege.net/webapps/blackboard/content/launchLink.jsp?course_id=_168015_1&content_id=_5105102_1&mode=view)**

McDougal Contractors made a contract with Rekowski to build an apartment house for a specific price.

A number of serious apartment house fires broke out in the city, and an ordinance was adopted by the city council increasing the fire precautions that had to be taken in the construction of a new building.

Compliance with these new requirements would make the construction of the apartment house for Rekowski more expensive than McDougal had originally contemplated.

Is McDougal discharged from the contract to build the apartment house?

McDougal Contractors made a contract with Rekowski to build an apartment house for a specific price. A number of serious apartment house fires broke out in the city, and an ordinance was adopted. This ordinance increased compliance rules which increased the cost of the work. A contract is discharged when its performance is made impossible, impractical, or illegal by a subsequent change in the law. In this case the ordinance increased the fire precautions on any new construction so if the building where to constructed in accordance to the old contract then the building contractor would be breaking the law. So in this case the contract for the new apartment house is discharged.

[**Week 9: Question 2**](https://learn.dcollege.net/webapps/blackboard/content/launchLink.jsp?course_id=_168015_1&content_id=_5105103_1&mode=view)

MegaMachines made a contract to design a new earthmoving vehicle for Lance Highway Construction Co.

MegaMachines was depending on the genius of Stella Sconsconi, the head of its research department, to design a new product.

Shortly after the contract was made between MegaMachines and Lance, Sconsconi was killed in an automobile accident.

MegaMachines was unable to design the product without Sconsconi.  Lance sued MegaMachines for damages for breach of the contract.

MegaMachines claimed that the contract was discharged by Sconsconi’s death.  Is it correct?

When the contract obligates a party to render or receive personal services requiring peculiar skill, the death, incapacity , or illness of the party that was either to render or receive the personal services excuses both sides from a duty to perform. In this case, the contract was dependent on Sconsconi and after his death the contract is discharged and void because the know how of the research has now died with him and so has the contract.