

**QUESTION 13 THE ANSWER TO THIS QUESTION SHOULD GO IN BLUEBOOK V  
OR IN SOFTEST ANSWER SCREEN 13**

Sampson Shovel, Inc. entered into a valid, written contract with Bailey Landscape Supply and agreed to sell 1,500 shovels for \$10 per shovel. One hundred twenty-five (125) shovels were to be delivered each month for twelve (12) months.

After three months, the price of materials had risen so that Sampson Shovel, Inc. was losing \$2.00 per shovel. The increased costs in no way affect Sampson's ability to perform the contract. Robert Sampson, the owner of Sampson Shovel, Inc., phoned Leah Bailey, the owner of Bailey Landscape Supply, and informed her of the increased cost of materials. Mr. Sampson asked Ms. Bailey to agree to pay \$12.00 per shovel for the remaining nine (9) deliveries. This modification would increase the contract price by \$2,250. Ms. Bailey agreed. The next delivery date was 3 weeks away.

1. Is the contract modification enforceable without consideration? Why or why not?

2. Does the contract modification need to be in writing for it to be enforceable? Why or why not?

3. Assuming the contract modification is enforceable, would Ms. Bailey be able to retract her assent to the new terms and enforce the contract as written?

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