Milestone Two:

Just a few words on this week's paper - Milestone 2- Milestone 2 which is posted in Module Five. I am attaching the directions to Milestone 2 here and have put them in many spots in Module 5 .[Milestone Two Template(3).docx](https://bb.snhu.edu/bbcswebdav/pid-1791917-dt-announcement-rid-51013474_1/xid-51013474_1) [Milestone Two Guidelines and Rubric(4).pdf](https://bb.snhu.edu/bbcswebdav/pid-1791917-dt-announcement-rid-51013470_1/xid-51013470_1) .

Just as with the first paper, the template is a guide to help you respond to the questions. It breaks down the elements that you need to address and provides the page numbers and or chapters where to find the information. Be sure to elaborate and explain - don't just fill in the blanks.

Just take your time, fill in the lines, and soon the basics of your submission will be in place. But you are not done. You must elaborate and explain. Be sure to add whatever relevant information or explanations you believe will really complete your response. Have fun with this...it is easier than Milestone One...so don't stress. Aim for 3-6 pages in length total of paper.

Here is the assignment:

**Case Study Two:**

 Sam Stevens lives in an apartment building where he has been working on his invention, a machine that plays the sound of a barking dog to scare off potential intruders. A national chain store that sells safety products wants to sell Sam’s product exclusively. Although Sam and the chain store never signed a contract, Sam verbally told a store manager several months ago that he would ship 1,000 units.

Sam comes home from work one day and finds two letters in his mailbox. One is an eviction notice from his landlord, Quinn, telling him he must be out of the apartment in 30 days because his barking device has been bothering the other tenants. It also states that Sam was not allowed to conduct a business from his apartment. Sam is angry because he specifically told Quinn that he was working on an invention, and Quinn had wished him luck. The second letter is from the chain store, demanding that Sam deliver the promised 1,000 units immediately.

Specifically, the following **critical elements** must be addressed:

A. Analyze the elements of this case to determine whether a **valid contract** exists between Sam and the chain store. Support your response by identifying the elements of a valid contract in your analysis. (remember to tie in the facts)

B. Assume there is not a valid contract between Sam and the chain store. Analyze the elements of a **quasi-contract** and a promissory estoppel to determine whether the chain store would prevail on a claim of either. Why or why not? Include support for your analysis.

C. Identify the **rights and obligations** of both the landlord and tenant under a standard residential lease agreement. (tie in some facts)

D. Based upon those rights and obligations, does Sam’s landlord have **grounds to evict**? Why or why not? (tie in facts)

E. Further, what **defenses** might Sam raise to an eviction action? Support your response.

Cite sources and include a reference page

**Guidelines for Submission:**

Feel free to use the attached template to help you outline your essay. Remember to elaborate and explain. Identify the issue, define terms, apply the law to the facts. No need to make an absolute conclusion, feel free to analyze various outcomes. Your submission should be a 3-5-page Word document with 1.5 or double spacing, 12-point Times New Roman font, and one-inch margins. Citations should be formatted according to APA style!