Contract Case: Lack of Consideration – Or Not!

Writing in **ContractsProf Blog**, Myanna Dellinger discusses a case that "nicely demonstrates how the consideration doctrine is still relevant and, as always, the importance of getting contracts in writing even though they do not *have* to be."

The plaintiff had agreed to do some work for the defendant for $10 an hour, with the understanding that he would receive a $150,000 bonus after nine months. Somewhere along the way, the employer gave him a raise to $11, and then, after a total of 18 months of labor, fired him and refused to pay the bonus.

Dellinger explains that the court apparently found that because the plaintiff actually received one single dollar more per hour over nine months, there was no consideration for the original promise of working for a "reduced salary."

Read the article.