

Chapter 11

1. The comptroller of a corporation had an employment contract that had an express provision saying that the agreement would terminate if he were not re-elected to the office of treasurer of the corporation. The comptroller was subsequently promoted to the chief financial officer of the corporation's parent company, and was asked to resign five years later. The comptroller filed an action against the corporation for severance benefits and accrued vacation under the employment agreement. Does he win? *Lubliner v. Helmsley-Spear, Inc.*, 227 A.D.2d 142 (S.Ct. of NY).