

# Business law

Business



Business Law Question An agency is the establishment of the contract arrived into by mutual consensus amidst a principal and corresponding agent. Through organization, a principal gives authority to the corresponding agent to undertake and control duties of the principal (Goldman & Corrada, 2011). The association amidst a principal and corresponding mediator is fiduciary.

An agent's duties entail acting on behalf of and manage duties of the principal, acting within the underlying scope of authority delegated by the principal, discharging their duties with proper care and attentiveness, shunning conflict amidst their individual interest and those of the prevailing principal and submitting revenue collected on behalf of principal (Goldman & Corrada, 2011).

Conversely, principal's duties entail compensation of the agent as agreed, indemnification of against claims, liabilities and corresponding expenses incurred in regard to discharging duties assigned by the principal (Goldman & Corrada, 2011). Due to the fiduciary relationship, a principal ought to contract with agent faithfully and impartially.

#### Question 2

The principal is liable to indemnify the agent for payments undertaken during the course of the association regardless of the expenditure authorized and promoting the principal's business enterprise.

Conversely, an agent is normally liable to the principal when they act devoid of real authority (Goldman & Corrada, 2011). Moreover, an agent is accountable to indemnification of the principal for the forfeit and devastation originating from their actions.

#### Question 3

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Employment at-will stipulates that when a worker lacks a written employment contract and the corresponding term of employment that possess indefinite period, then the employer can terminate the worker for good cause or no cause at all.

The exemptions to the underlying employment-at-will entail public-policy exemption, implied-contract exemption and Covenant-of-good-faith exemption. Public policy exemption where a worker is applied wrongly, when the cessation is in contradiction of the obvious, well-established public policy (Goldman & Corrada, 2011). Implied-contract exemption applicable instances where there is development of contract amidst a manager and worker without expression and written instrument of employment association. Covenant-of-good-faith exemption applies to the manager workers resolutions that are subject mainly to the ordinary reason or termination purely reached in bad motive.

#### Question 4

Three federal laws significant for employment are anti-discrimination law, compensation law, and health and safety laws.

Anti-discrimination laws prohibit workplace discernment on the foundation of race, skin complexion, faith, gender and state origin. The laws have influenced the lessening of occupation perspicacity within United States. Compensation law offers basic framework through which workers are compensated within United States. Most of employees are paid via FLSA (Goldman & Corrada, 2011). Health and safety laws impose multifaceted and detailed safety standards to the United States companies and aids in administration and enforcement of the safety law.

#### Question 5

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The major occupation discrimination laws are sexual harassment act, age discrimination in employment Act, Americans with ill health Act and Civil Right Act of 1991.

Civil Right Act of 1991 permits plaintiff to possess trials under particular situations especially when dealing with big corporations. Age Discrimination within occupation Act forbids discrimination within occupation decisions about age (Goldman & Corrada, 2011). The rule forbids discrimination alongside candidates and workers of forty years and above. Americans with Ill health Act forbids discernment in employment decision against the prevailing qualified applicants and workers with ill health.

#### Reference

Goldman, A. L., & Corrada, R. L. (2011). Labour law in the USA. Alphen aan den Rijn: Kluwer Law International.