

Business law: law of contract



**ASSIGN
BUSTER**

Zach sold a restaurant to Shane for \$295, 000. As part of the agreement, Zach promised not to open another restaurant business for three years within a 50-mile radius of the one sold. Now, the problem is whether if this agreement enforceable against Zach? Under such parameters it should be noted that a contract is a promise or set of such promises between two parties, which obtains a remedy from the law if breached. In addition, a contract is a promise whose performance is recognized as a duty by the law. However, Collins (2003) noted that “ bonds of words are too weak to bridle men’s ambition, avarice, anger, and other passions” (p. 15). Thus, the law to recognize the promise as a contract, the promise must give rise to an obligation. This case amounts to a legal issue in that there is a written contract between the seller, Zach, and the buyer, Shane. The promise made by Zach has the effect of eliciting a legal process as per the law.

If Zach fails to keep his promise that will amount to a legal issue, which in this case is a breach of contract because Collins (2003) noted that it was a case where it was found “ to render a contractual performance substantially different from that which was reasonably expected of him” (p. 287). In addition, a contract to raise a legal concern then there must be an offer and acceptance. The two had agreed on an amount and at the same time Shane paid Zach in full in terms of the agreement. This means that a legal issue could arise from Zach’s failure to meet the promise as that will cause a breach of contract, as per Collins (2003), “ in breach of contract, exclude or restrict any liability of his in respect of the breach” (p. 287).