

Business law

Law



Business Law Omission is failing to give information or act when one is required to. This negligence to inform or take action may result to destruction of properties, injuries or even death. Sometimes omission may be intentional or non-intentional. In legal perspective, omission can be used to lure a party to agree to a business deal. One party tricks the other so that they benefit more than the other party intentionally.

A person selling cars for instance fails to inform the buyer that the car has mechanical a problem knowingly. The buyer, who is a taxi driver goes ahead and buys the car at the seller value unaware of the mechanical problem of the car. In his mind, he thinks that the car is in good condition. By bad luck, the mechanical problem re-occurs two days later and consequently, the car is involved in road carnage. The taxi driver evaluates the problem and come to a conclusion that the car had the mechanical problem before the purchase.

The seller by omitting the true mechanical condition of the car violated the Contract Law (Marson 352). Contract Law is a group of regulations that guide buyers and sellers on how to conduct their business. Legal actions are taken in case one party violates the Contract Law. Therefore, the taxi driver will use the Contract Law in court to against the car seller. The law allows the payment of any loss or damage caused by omission of vital information by the seller. However, the buyer must prove that the Contract Law was indeed violated.

The Contract Law has four main elements. The first element is the offer given by the seller with conditions of the item on sale, the price, and the date by which the offer will expire. The second element of Contract Law is acceptance. The buyer accepts the conditions given and registers the

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intention to buy the item. The third element is the legal agreement. The buyer and the seller make a legal binding. The last element is consideration where the buyer pays or gives a later date to pay the item on sale.

In the case between the car seller and the taxi driver, the offer given did not include the poor condition of the car intentional (Marson 352). The taxi driver bought it at the worth of a car with good conditions. He joins into a legal agreement and makes payment only to realize that the car had mechanical problems two days later. The seller violated the Contract Law by giving false information about his car and is supposed to pay the damages and the loss incurred by the taxi driver.

However, the chances of the taxi driver winning this case are very minimal. This is because; it is very difficult for him to prove that the car had a mechanical problem before or after the purchase. Secondly, it is equally difficult for the taxi driver to prove that the seller was aware of the mechanical problem before he sold the car. The seller may say that the omission on the mechanical problem was not intentional and in such case the damages or loss will not be paid. Actually, the court may rule that the buy be refunded the cash and the seller to take back the car hence cancelling the contract. In this case, the buyer will lose the case and also incur the cost of damages and losses as a result of the accident.

Work Cited

Marson, James. Business Law. , 2013. Print.