

Legal environment of business case study

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Is there a valid contract between the parties or May Jones legally have the contract declared as not valid?

For a contract to be valid, it should contain parties competent of contracting, approval of the parties, a legitimate objective, and consideration (Swartz 23).

Jones went into a contract with defendants knowing of the special clauses within the contract. There was consent, there was competency, and there was a legitimate objective and consideration. Therefore, the contract was valid. However, a contract relating to a minor (a person under 18) might be implemented or annulled by the minor, except for the contract being for basic requirements for instance foodstuff, accommodation, of which one might be held accountable for the rational price of what was acquired. From the cases of *Doenges-Long Motors v. Gillen*, (1958)¹, *Keser v. Chagnon*, (1966)²; *Fellows v. Cantrell*, (1960)³ A minor might nullify a contract done during his legal underage epoch (less than 18 years) inside a practical timeframe after achieving his majority. The person could also ratify it subsequent to him being of lawful age via acts identifying the contract. Therefore, Jones could also legally declare the contract as invalid.

What is the legal concept that the court will have to decide on here?

From this case, it is probable that there are four legal concepts that the court could use to produce a relevant verdict. These features, which ought to be deemed to conclude the strength of a verdict include, proving the existence of an obligation to the public; proving the characteristics of the service executed; proving if the contract was justly entered into and showing whether the purpose of the parties is conveyed in obvious and unequivocal

words and language. Given that the defendant was not executing a public responsibility, the court concentrated on the characteristic, words, and language involved in the contract. The plaintiff (JONES) was a knowledgeable skydiver and, consequently, not automatically at the compassion of the defendant concerning the excellence of tutoring and the overall safety of the gears. More significantly, though, he particularly presupposed the danger of defendant's common neglect as fraction of the agreement to utilize defendant's resources. Jones did not contend wilful or gratuitous neglect. The court, consequently, established that the exculpatory contract did actually protect Free Flight Sport Aviation from accountability for ordinary neglect, which supposedly sourced plaintiff's damages.

What is the legal basis for the Plaintiff's (Jones) case?

Jones has three legal grounds to present. The first one is by claiming to have voided the agreement with Free Flight Aviation Inc inside a rational timeframe subsequent attaining the legal age by suing. Because it is a subject of public policy⁴, numerous courts have guarded minors from imprudent and reckless agreement obligations by affirming that the contract of a minor can be negated at the determination of the minor subsequent to attainment of the legal age. Secondly, he could declare that the exculpatory contract is invalid as a subject of public policy. Thirdly, he could challenge to the extent that an exculpatory contract have to be sternly interpreted beside the party requesting to evade responsibility for neglect, the damages which he allegedly got because of the aircraft crash were further than the extent of the contract.

What is the legal basis for the defendant? Explain this defense.

The main legal basis for the Free Flight Company is that Jones had confirmed his contract with the company by continuously performing skydiving activities under the same contract even after attaining the legal age. Consequently, the “ covenant not to sue” and the exculpatory phrase excusing Free Flight from accountability to Jones are implementable.

Work Cited

Swartz, M. Basis of a Contract. CA; Long beach manifestos, 2008