

# Deciding some legal issues case studies example

[Business](#), [Company](#)



Yes, the breach of contract occurred due to the violation of a material term of the agreement. The mistake was unilateral in nature because Ellen tried to change the date of the service, but the contract had a no cancellation clause. The caterer can apply for cancellation of the contract, and request the court to allot damages as well, if other party does not pay the fine of \$1000. Otherwise, there is no reason to consider the practice of the established contract unconscionable.

Yes, the breach of contract took place because a material clause of the contract had an infringement, and the bus route 23 had an unprecedented cancellation that made practice of the contract impossible. The contract becomes invalid. The RTA should have informed the owner of the repair shop about the recent change, but they did not so the mistake was unilateral in nature.

Yes, the mother has the right to keep her newborn, and therefore, Skylar does not have to give up her child because Wisconsin does not have any surrogacy laws, but the mother can give up her child, if she wants to do that willingly. Apparently, the mother does not want to give up her child then, she can request the court to cancel the contract on the grounds that the other party concealed a material fact about the agreement that influenced her final decision.

Vanessa had an agreement that allows her to open the shop of cupcakes and candies, and she did exceed the statutory reality of the contract. She added two tables at the premises so that customers can have something to eat. Upon inspection, the chief inspector requested the new vendor to build a restroom, and when she asked her landlord about that then, he responded

that the contract did not cover the need of constructing a restroom. He was right, and the infringement of material clause of the contract did not occur. The mistake is unilateral in nature, and any party does not have the right to request dissolution of the contract.

The company, Move My Boat did not practice due diligence, and therefore, suffered an unsuspecting consequence. The contract remains enforceable despite all of the operational difficulties. The customer can request the court to dissolve the contract, and he can also demand damages in this regard as well. The mistake was bilateral because the customer did not tell anyone about the extra large size of the boat, and nobody from the company asked him about it as well. The presence of misrepresentation cannot be used in order to dissolve the contract.

Mia did not tell the receiver and payer of her services about the material clause of the contract, and therefore, the aide committed misrepresentation that the purchasing party can use in order to dissolve the contract, and ask for damages as well.

Alexia experienced high degree of emotional instability, and therefore, she did not read the contract. She did not practice due diligence, and because of this reason, one cannot infer that the company committed misrepresentation. However, the non-compete clause would not have applied to the contract, if Alexia had a poor English comprehension skills due to having an international citizenship status. Secondly, the company might have concealed the fact by packing it with others to create confusion, and in both of the latter cases, Alexia would have been able to apply for damages. She would request the removal of non-compete clause as well.

## **References**

Bevan, C. (2013). Interpreting Statutory Purpose – Lessons from Hemshaw v London Hounslow Borough. Modern Law Review Vol 76 (4), 735-756.