

Business law

Law



Business law Ernest Price obtained prescriptions and supplies of Oxycontin for treatment of sickle cell anaemia, from different in different cities, suffered from the drug's adverse effects, and sued his clients and associates (doctors and pharmaceutical companies) for failing to warn him of possible addictive effects of the drug.

Possible response to Price's claims

The court is likely to dismiss Price's claims because of various legal concepts that invalidate his contract with the parties and even undermine possible claim from their dealings in the drug. A contract is only valid if its subject matter is legal and Price's act of concealing information when he contracted the different parties for prescription and multiple purchase of the drug amounts to fraud and illegality of the purchases. Similarly, Price contributed to the effects of the drug by concealing information on previous usage, and failing to inform practitioners of previous purchases of the drug reverts responsibility to him (Miller, 2014). Invalidity of the contract and contributory negligence, should validity be upheld, would inform a decision against Price.

Possible effects of ruling in favour of Price

A ruling in favour of Price would induce legal liability, into payment of damages or restrictions on the parties' professional operations, due to negligence. These would further change the parties' guidelines to prescription and delivery of controlled medicines, by increasing strictness, and would reduce number of operations on the drugs. The ruling would also impose a negative image on the parties.

Possible effects of ruling in favour of doctors and pharmaceutical companies

Ruling in favour of the doctors and the company would however preserve operational environment, in which they prescribe and deliver controlled

drugs, and earn the parties damages for tainted reputation by Price's case.

Reference

Miller, R. (2014). Business law: Text & cases- An accelerated course.

Stamford, CT: Cengage Learning.