

Business law

[Technology](#), [Internet](#)



Name: Course: Lecturer: Date: Business Law A settlement offer is an amount in damages that a defendant agrees to pay the plaintiff in order to avoid the litigations in a court of law. Courts of law will be costly as well as time consuming. Additionally, they may require accessing intricate details that could have an effect on both parties. When it comes to deciding between a settlement offer and going on with litigations in a case, a counsel can provide several benefits. First, there is a need to find out whether one has a strong case against the other party. In some cases, a plaintiff could have enormous damages, but also have large liabilities. This could swing the odds in a court of law. Therefore, a counsel will help the plaintiff or defendant in finding out whether they have a strong or weak case against the other party. This is quite beneficial since it would provide insight whether one is likely to lose or win in a court of law. In case one has a weaker position, a settlement could be arranged to avoid the disadvantages of litigation. An advocate will help in identifying all the details in a case before deciding to take a settlement offer or go through litigation. In many cases, there are hidden issues that one could fail to realize. Some of the issues could pose serious implications in a case. Thus, having a counsel ensures that such cases are identified to ensure that the full details required for making a decision are available.

More so, a lot of skill is required for evaluating a case well. An advocate will be in a position to identify all the damages involved, past, present and future ones that could have an effect on the case. Therefore, ensuring to make use of an advocate ensures that one can make an informed decision on the case. A counsel will also be in a position to identify the value of the damage.

In many cases, the value of the damage may be quite complex for a person without the required skill to quantify. Therefore, involving a counsel ensures that both parties are treated fairly, and the value of the damage is identified. This ensures that all parties return to where they were before the contract was damaged. With the advancement of internet, contract transactions over the internet are increasing. However, there are some legal implications involved with internet transactions as compared to traditional transactions. The first issue with internet transaction is the mechanism used, such as where the contract is made. Considering the ability of the internet in going beyond geographical borders, both parties may be away from each other.

The issue is whether the contract is made in the receiving state, or the issuing state since parties may not meet face to face. Another issue is how the acceptance is made. This concerns the credibility of verifiability of the digital signature. Another issue is the law abiding the two parties and laws regulating distance of contracts where parties do not come face to face. Clarity of purpose in any contract formation is deemed the most significant since it defines what payment is made for. However, other components in a contract are essential, as well.

Offer is another contract component that managers should be familiar. This is usually the main element in any contract and must be well communicated. It is what the parties are entering into the contract to have.

The other component that managers need to be familiar with is the acceptance. Acceptance has to be unequivocal as well as unqualified. More importantly, it has to conform to exact words stated in the contract.

Another component to consider in contract formation is the legal capacity of the parties involved in performing as stated in the contract. For instance, whether the other party is of legal age, or whether the party is in a position to offer what is stated. One of the transaction contracts is buying a car online that involves several transactions. This poses several risks such as the issue of distance, signing of the contract and other risks involved in online transactions. The main risk is posed by lack of meeting face to face between the seller and me. This poses the risks of enforceability of the contract. The best way of avoiding such transaction risks for this case is contacting the seller to find out more about their business and ability to contract.

Additionally, I would request to have the transaction papers to be used in advance in order to be sure of the details of the contract. Considering the culture of Hooters that requires the waiter girls to wear sexy, revealing clothes sexual harassment can be quite high. Additionally, Americans will associate the word hooters with the breasts of a woman.

Therefore, calling the girls hooter girls makes them vulnerable to sexual harassment. The company can only prevent sexual harassment through taking measures to deal with such cases. Otherwise, the company may not be in a position to create an environment that discourages sexual harassment considering female sex appeal is their way of attracting customers.

Additionally, with the dress code for the waiter girls in an environment, that allows interaction and joking prevention of sexual harassment is hard. When one sues a person for intentional or unintentional tort, some differences in

terms of damages the plaintiff can receive occur. Intentional tort is wronging somebody with intent, while the unintentional is where an individual wrongs another without the intention of doing so. Therefore, in terms of damages, a person who committed an intentional tort will be punished. This means that a victim of intentional tort will receive a monetary compensation that is several times higher than the actual damage caused. On the other hand, a victim of unintentional tort will receive compensation equal to the amount of the damage since there was no intention.

When 'A' swings and misses 'B' to strike 'C' accidentally, there is no crime committed since there was no intention. However, had 'A' struck 'B,' a crime could have occurred since it could have been intentional. A defendant can reverse a judgment of an intentional tort if he or she has enough proof that the offence was not intentional. Intentional tort judgments are meant to not only compensate the victim, but also punish the defendant. Thus, a defendant tries to reverse the judgment. However, he or she is supposed to abide to the ruling of the court if no proof is brought forward to show otherwise.