

Common law of the contract of employment

Law



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The paper "Common Law of the Contract of Employment" is a delightful example of a case study on law. The case under discussion has all the hallmarks of a contract law dispute. The present paper demonstrates the reasons as to why the defendant's motion on the case should be overruled. More importantly, it shows why the plaintiff should be compensated as requested for wrongful termination of services. As the judge in the case, I would rule in favor of the plaintiff and oblige the defendant to pay for the damages as requested. The available literature on such cases argues that there can be oral manifestations of assent in a contract (Barnes 437; Wilkinson-Ryan 2110) and that such oral manifestations mean that parties to a contract communicated to each other about their agreement (Estlund 381). This in effect means that a contract may not necessarily be delivered in writing as argued by the defendant when citing the statute of frauds. In consequence, the rights of the plaintiff to gainful employment were effectively violated when the defendant chose to terminate the employment even after orally assuring the plaintiff that employment would continue for a substantial period of time. Additionally, the ruling would be in favor of the plaintiff due to the fact that termination of employment was premised upon the wrong reason that was not listed in discussions for engagement. Here, it is important to note that "a contract is just a tool to procure a service, supply, construction or so on" (Page & Krauer 12). However, the law that binds the contract gives it its life and vitality to guide relationships and covenants. The plaintiff's contractual agreement with the defendant, it seems, was predicated upon the passage of the Madison State Bar examination. However, the defendant proceeded to terminate the services of the plaintiff before the lapse of the initial three years even after the plaintiff

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sat for the examination and passed. This scenario is aggravated by the fact that the plaintiff's services were discontinued after one year due to budgetary constraints rather than a failure to perform as originally agreed during the discussions. It cannot, therefore, escape mention that the plaintiff was wrongly terminated. Furthermore, the ruling would be in favor of the plaintiff due to the fact that she had not gone against any of the rules set by the defendant to warrant termination of services. Available literature demonstrates that "employment contracts may have post-employment obligations and covenants, including confidentiality agreements, noncompetition agreements, and nonsolicitation agreements" (Rashty 24). The plaintiff fulfilled all these obligations yet the defendant proceeded to terminate her services to the law school in spite of the fact that the reason for termination was not of plaintiff's making. It is therefore of the essence for the defendant to compensate for the lost wages given that the oral agreement insinuated that the plaintiff would offer services for three years before consideration for promotion was made. Fulfillment of employment obligations on the side of the plaintiff makes the defendant to carry the weight of blame. Lastly, an offer was made by the defendant through a letter and the plaintiff accepted the offer through writing. This in itself demonstrates that the parties entered into a contract. An offer can be described as an expression of willingness to contract on specified terms, while acceptance can be described as the final and unqualified expression of assent to the terms of a given offer (Chapman & Millbrook 1-2). The defendant, therefore, cannot argue that he did not enter into a contract when in essence his offer had been accepted by the plaintiff in writing. This in itself demonstrates that the plaintiff is entitled to the damages sought.

Overall, the defendant's motion is null and void considering the above-named reasons. The judge should rule in favor of the plaintiff and make the defendant compensate her for the financial damages caused due to termination of services.