

# Introduction to contract

Business



Name: Course: Instructor: Date: Introduction to contract Question 1 The legal obligations of Owen and Hillary include providing clear information concerning the goods in order to enable the buyer to plan and know whether the choice of the product made suits with his level of income. This specifically applies to Hillary who provided the products requested by Owen without giving clear information concerning the price of the goods. Another legal obligation in such a distance business involves providing the necessary characteristics of the products that are being offered, which Hillary did not do. Hillary and Owen were supposed to discuss means or information on how payments could be made concerning the delivered goods.

Question 2 Puttkammer is likely to prevail largely because according to the civil law systems, once a contract has been made through certain agreements, the contractor has the right to receive all the promises made during the time for setting the contract (Mann & Barry 297). Therefore, in this case Puttkammer had valuable rights to be paid in full for the services he offered to Piekarski, which amounted to \$2, 540. It does not matter where Piekarski, who was the employer, will get the money given the fact that he went bankrupt. He has to fulfill his contract promises to the contractor and the law does not allow him to change his mind concerning the payment.

Question 3 The Uniform Commercial Code could be applied in this contract where there is the breaching of the contract because the promises made to accomplish the project as required were not fulfilled. The water system was not created to produce specified quantity of water; thus, Osterholt was sued. The Uniform Commercial Code has the responsibility of putting the breaching party back in position it would have been in had the promises never been

made (Mann & Barry 971). Therefore, it helps the non-breaching party to gain back her benefits as conferred on the breaching party. Question 4 Richardson is liable to a small extent because according to public regulations, it is not healthy to have leaking, defective and rusty water pipes. This is because such cases are seen to be very hazardous and harmful to the health of people.

Therefore, Richardson had the responsibility of paying the J. C. Flood Company for the extra work done and the materials that were used in repairing the leakages and replacing the rusty and defective water pipes as this was very necessary and urgent. However, to some extent, Richardson was not liable for the extra pay because that was not part of the agreement she had made with the contractors at the start of the work. This is because in any contract, there are always agreements made especially in terms of how the payment will be made, the quantity of work done and the beginning and ending period of the project or the work required to be accomplished.

Therefore, in this case, it noted that Richardson and her contractors had agreed that the contractors were to correct only the sewer obstruction and had not agreed to take part in the replacement of the water pipe. Thus, may be she just assumed that the contractors had just offered to help her out because they never even told her about the extra work during the process until when the work was over. Richardson used to inspect the work of the contractors daily and these contractors never informed her in advance that she was to pay for the extra costs. Works Cited Mann, Richard & Barry Roberts. Essentials of business law and the legal environment. New York, NY: West, 2009.

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