

# Property ownership, oral evidence (parole)

Law



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Property Ownership, Oral Evidence (Parole) al Affiliation: Property Ownership, Oral Evidence (Parole) When may oral evidence be presented after a written contract has been agreed to?

Parole refers to any information that is given orally and may form evidence to an agreement (Klass, 2010). Parole may also include verbal information that accompanies a written agreement. Parole law prevents parties from altering the information that was agreed orally before and after entering into a contract (Klass, 2010). On normal occasions, before signing any contract, the parties involved engage into long discussions that prompt a party to either enter or fail to enter into the contract . such prior agreements may in certain conditions be considered as evidence.

However, in some cases verbal agreements may be considered as evidence.

In instances where a written contract contains clerical or typographical errors, oral evidence may be presented after the written agreement since the written agreement in such a case does not show the true agreement made. Clerical errors may make alter the meaning of the contract or may omit critical details in the contract. In such occasions, the complainant may be allowed to present verbal contracts as evidence. The court may also consider the verbal contract in cases where one party entered into a contract under duress, mistake, fraud or undue influence. Contracts that are entered into under pressure force are considered as null and void and thereby giving room to presentation of verbal agreements. Verbal agreement may also be accepted after a contract if one of the parties proves to the court that there was a separate agreement made between the parties. In cases where a written contract is ambiguous, verbal agreement may be used in order to clarify the true meaning of the contract.

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Pauls Property Purchases, Inc. purchases a building for his business that has purple carpet glued to the floor. When the previous owners move out they try to take the carpet with them.

Pauls attorneys tell them to stop. Who legally gets to keep the carpet and why?

The law of sales involves many written and oral agreements which contribute to determining a court's decisions when the two parties cannot agree or are in a dispute. In cases regarding sale of property, the law allows the court to refer to prior, contemporaneous, and subsequent verbal agreements in order to supplement the written agreement or give better and detailed explanations of the written agreement (Klass, 2010). In property sales cases, the court examines factors such as course dealing, trade usage and proof of consistent additional terms.

Paul's property purchase should present a written agreement that shows that the house was sold together with carpet. If such terms are not in the written agreement, he should prove that they had verbally agreed that the carpet will be sold together with house. The company may also produce evidence that will show that in previous business transaction involving the sale of houses carpets are sold together with houses. Upon proving the above three facts, it would be legal if he claimed that the carpet belonged to him. The owner of the house should prove that the carpet was not included in the transaction and that it was not agreed upon either verbally or through written terms. In this situation, the carpet will be given to the person who proves the above facts to their favor.

References

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Klass, G. (2010). Contract law in the USA. Austin [Tex.: Wolters Kluwer Law & Business.