

Law of tort and quik mart case

Engineering



Law of Tort and Quik Mart Case Name: Institution: Date: Law of Tort and Quik Mart Case Quik Mart Stores can file a lawsuit against Retail Outlets because of wrongful intended and wrongful interference of its contract relationship with Precise Engineering Corporation. However, for the lawsuit to prove successful, there are a number of elements that Quik Mart needs to prove to the court (Fleming, 2007).

One of these elements includes proving the existence of an enforceable contractual relationship between the two. In this case, this element can be proven by the fact that Precise Engineering Corporation employed Quik Mart to perform a legal activity of providing customized software for its inventory control system. Secondly, Quik Mart has to prove that Retail Outlets were aware of the existing contract between the two parties. To prove this element, Quik Mart would use the proof of Sam's agreement to help in perpetrating the crime. If Sam confesses to the court that he agreed to delay delivering the code for a week, then this can be a viable element to use as evidence against Retail Outlets.

However, the success of this element depends on whether Sam will confess to impeding the delivery of the code. Additionally, proving that the delivery of the code was not on time is an added advantage for Quik Mart.

Furthermore, for the tort action to be successful there must be proof that delay of the code caused damages to the concerned party. In this regard, Quik Mart can be able to prove this element with the 500, 000 dollars worth of lost profits it incurred. Facts surrounding this case satisfy the necessary elements required to facilitate a successful recovery of damages by Quik

Mart. Ultimately, the facts indicate that Precise Engineering Corporation and Quik Mart Stores established an enforceable contract.

Additionally, Retail Outlets was well aware of this contract when it perpetrated its scheme. Furthermore, Retail Outlets interfered with this contract intentionally by inducing Quik Mart's employee to delay the code delivery. Retail Outlets did this with the view of advancing its personal interest of undercutting its competitor's profits. The law of tort works by rewarding the injured party with money compensation for intangible or tangible losses incurred (Underhill and Pease, 2005). In situations brought forward for recovering damages due to sustained injury caused by a particular action, the plaintiff can lawfully file a complaint to claim interest in the damages sustained. In this case, the action by Retail Outlets to interfere intentionally with the process of delivering the software code caused damages to Quik Mart thus amounting to a tort. The damages in this case are represented by the 500, 000 dollars worth of lost profits Quik Mart incurred.

According to the law of tort, an aggrieved party is entitled to a remedy that restores it to the supposed situation if the damages were not incurred. This remedy should not be more or less of what the damages represent. In this case, Quik Mart is entitled to monetary compensation amounting 500, 000 dollars. In conclusion, going by the law of tort, Quik Mart is entitled to receive a remedy worth 500, 000 dollars due to the injury it incurred.

Ultimately, the facts surrounding this case are sufficient to sanction monetary compensation to Quik Mart (Underhill and Pease, 2005). The facts

include Retail Outlet's intentional interference with the contract between Quik Mart and Precise Engineering Corporation. References Fleming, J. G. (2007). The law of torts. Sydney: Law Book Co. Underhill, A.

, & Pease, J. G. (2005).

A summary of the law of torts, or, Wrongs dependent of contract. London: Butterworth.