

Business law



Law of Tort in Application The context features the Tort Law which is that area of law applying to the majority of civil lawsuits - all claims arising in civil court other than the claims involving contractual disputes. The law of tort uses the concept of redressing a wrong committed to a person, mainly through awarding monetary infringements (damages) as compensation.

Systems of justice categorize the law of tort into three categories: intentional torts, negligent torts, and strict liability. Intentional torts refer to damages executed intentionally via willful misconduct by one person to another, for example, fraud, assault, and theft. On the other hand, negligent torts entail harm committed when one fails to exercise a given level of caution (care) – a reasonable standard of care. The final category is the strict liability torts which apply quite differently from the torts of intentional and negligence. As seen in the negligence and the intentional torts, the two concerns the defendant's culpability whereas strict liability concentrates on the act itself, regardless of the exercised level of care or the intentions.

To exercise the law of tort, various sources might be consulted to maintain justice amongst the parties involved in a criminal case. Some of these sources include the concepts of Case laws and/or statutes. Statutes are established by the agent of the government, while Case laws consult the precedence of formerly ruled cases which seem to have similar line of argument and premise. Case law holds that the laws can be orally stated or put in writing. Written and properly undersigned documents provided irrefutable evidence in court. However, case law as well considers orally declared agreements, even though not put in writing; this is handled by interpreting laws or establishing new precedence in favour of the plaintiff.

Different colonies have different Common laws; for example, Case laws

applying in the U. K. are quite different from the ones applying in the U. S.

Case Law and the available legal claims

Jamie Clark and Joe Adam entered into a contract for services, in a very informal way. The two meets over dinner and draft the contract's basics at the back of the menu without adding an " integration clause" which would have acted as the final draft and that only the written terms in that agreement would apply in case of dispute. Despite the fact that the two didn't involve " integration clause," Case law would apply, by considering the credibility of the drafted basics on the back of the menu. The elements of the basics would have to be elaborated by the plaintiff in the court, in order to establish a reliable premise to move the case.

Jamie and Joe contributed money, opened a business account, and began taking clients. The court would seek to learn of the financial institutions(s) involved may be in facilitating the business' transactions. It would also be paramount to find out on the ratio of capital contribution by the two parties. The co-signed business loan arrangement note would help regard every other transaction carried out upon the agreement, as a legal matter.

Additionally, any transaction executed contrary to the policies governing the agreement would imply a breach of the loan agreement. Both parties were responsible in repaying the loan, as well as withdrawing the cash as per the agreed terms.

Jamie begins to have concerns over Joe's behavior; she went ahead to investigate over the same, just to find disguised old box with notes that old letters and bills in the name of " Jack Johnson." Surprisingly, the documents compared to Joe's identity. The lady, Jamie, approaches Coca-Cola glass to acquire a finger print. She additionally hires a private detective in order to

investigate the reality of her partner's identity. This would provide reliable evidence that would help the judge determine whether Joe had been using fake identities in carrying out deals that are against the trust of the contact. The realized fact is that the identity referred to Jack Johnson, from New Jersey, a felon for fraud from New Jersey.

Jack Johnson has engaged in scrupulous deals of owning numerous accounts in his real name, as he switches cash amongst the accounts. The suspect is noted to have been selling Jamie's trademark to clients outside their work relationship. Jamie is confident enough to confront Joe just to receive a hit back with a statement which went like; "listen lady, we do not have a written business contract, nor do we have a social relationship, so you cannot prove anything." This statement can be used against Joe, as the assumption he used to cause damages to Jamie. The statement proves that Joe took advantage of the limitation of the written law which could have applied in Joe's misconduct.

Possible Monetary Compensations

The damages incurred by Jamie: capital, loan, and illegal selling of her trademark can be compensated under the law of tort which seeks to compensate the plaintiff. The compensation can be converted into monetary value, and thus the plaintiff benefits eventually. Different types of damages have different categories of compensation values. The concept of intentional tort would argue that Joe, intentionally, disguises his identity to strike injustices and untrustworthy deals. The law would therefore favour Jamie to the extent of acquiring monetary competition over the caused damages. Joe would however quote the written law, but that would not guarantee an automatic victory since Case law would also apply thereby changing the

expected outcome of the case. Jamie is subject to compensation as stipulated by the compensation clauses.

Work Cited

Yeats, Giliker and Luckham. “ Law of Tort” Retrieved on 26th October 2011 from http://www.londoninternational.ac.uk/current_students/programme_resources/laws/subject_guides/tort/tort_ch1to4.pdf