Example of essay on rules of interpretation

Experience, Belief

Essay on the Discussion Forum of Business

The rule of interpretation that I agree with the most is the interpretation of the contract against the drafter. Interpretation of contract could occasion a legal lacuna only solved by a court of competent jurisdiction. For this reason, the law requires that contracts be as detailed as possible and that drafters employ the simplest terms in the documentation. In addition, courts are often keen to ensure the concept of fair bargaining is practiced in contracting. My argument is influenced by the general need to practice fairness. Often it is required of a drafter of a contract to as specific and detailed as possible. In that light, a drafter of the contract ought to be cognizant of the legal principles and requirements when drafting the contract.

The law anticipates that the drafter of the contract would act in good faith and would not take advantage of the other party in the contract. In fact, in an ideal situation drafting should not be left to only one party as the anticipation and assumption of the law is that all parties are equal and so no party should be given an upper hand in drafting the contract. This approach thus appears to make most business sense as the ambiguity and or anything analogous to ambiguities are occasioned by poor drafting which was done without due diligence and regard of the law. As such, the drafter should own the blame and incur the liability. This argument makes the most business sense. In that strain, it is my position that the drafter should be held responsible and therefore the court’s approach of interpretation against the drafter is logical and consistent with the spirit and letter of the law.

In addition, I find the choice of language clause essential. This would enable

the choice of language to use in the event of disparities in language. This solves cases in which one party takes advantage of different languages to cause discrepancies.

Doctrine of unjust enrichment

The doctrine of unjust enrichment which is the legal premise of quasi contracts is an equitable remedy borne out of the need to prevent the unjust enrichment of parties to a contract. Ideally, the law of contract is clear that courts should not and would not suffice for purposes of correcting a bad bargain on the part of a party. However, this needs to be distinguished from the concept of unjust enrichment. Unjust enrichment occurs when a party by taking advantage of the other reaps benefits where it has actually not sown a thing. I do agree with the doctrine of unjust enrichment. It is in line with the role of the law in ensuring that commercial transactions retain an ethical and fair face that is equitable and promises justice to all. In that vein, the doctrine of unjust enrichment would opt for quasi contracts in attempts to remedy the injustice. The principle is consistent with the need to instill a culture of fairness and equity in business.

However, the doctrine must not be abused to correct bad bargains made by businesses. In that regard, courts have generally been cautious not to interfere with contracts which actually represent bad bargains and judgment on the part of the either party. The court’s role correctly remains limited to ensuring that not any of the parties to the contract employs unorthodox and unacceptable methods to make unjust gains that would occasion unjust

enrichment. The law is only doing the bare minimum. That is, ensure justice and equity in all and every commercial transactions.