

# Business law assignment

[Business](#), [Management](#)



Failure of pre-conditions IV. Death or personal Incapacity V. Outbreak of war.

Ex: a person contracted to deliver some raw materials to a party, but those raw materials were destroyed by natural disaster. So he failed to fulfill the contract, but he has no fault. So the court will hold that the contract has been frustrated. 11 . Breach of contract occurs when a party repudiates his allowably under the contract before the time for performance is due or when a party by his own act disables himself from performing the contract. The consequence of breach of contract is given below:

When breach of contract occur the aggrieved party I. Can treat the contract as discharged so that the party is no longer bound by any obligations under the contract, II. Can immediately adopt the legal remedies available to him for breach of contract & also can sue a file for damages or specific performance or Injunction. 12. Damages is when a contract is broken, the injured party can claim to the other party for the problem the injured party faced. Ex: Specific performance is a discretionary remedy. Specific performance is where monetary compensation is not an adequate remedy.

Ex: For sale of a house monetary compensation is not enough because the injured party will not be able to get an exact substitute in the market. III.

Failure of pre-conditions ' V. Death or personal incapacity Breach of contract occurs when a party repudiates his liability under the contract before the time for performance is due or when a party by his own act disables himself from performing the contract. The consequence of breach of contract is given I. Can treat the contract as discharged so that the party is no longer bound by any obligations under the contract, II.

Can immediately adopt the legal remedies available to him for breach of contract & also can sue for damages or specific performance or injunction. 12. Damages is when a contract is broken, the injured party can claim to the other party for the problem the injured party faced. Ex: Specific performance is a discretionary remedy. Specific performance is where monetary compensation is not an adequate remedy. Ex: For sale of a house monetary compensation is not enough because the injured party will not be able to get an exact substitute in the market.