

# Business law

Law



Business Law The evidence about the market value may prove decisive in a summary judgment if Nine Mile Mine can demonstrate that it is a genuine issue of fact, if it necessitates termination of a contract whenever it arises. This could mean that the business cannot be allowed to continue if the market value of the timber equals the amount, which was originally agreed to be paid as rent – the essence being that Nine Mile Mine could no longer make profits if this business continues. Essentially, Nine Mile Mine is seeking summary judgment motion, with the intention of dismissing the contract because they no longer have confidence in Lewis to continue with the business because he does not have sufficient equipment, but they will still win so long as they demonstrate that there is an existing law, which is related to the issue of market price. In addition, the court may not be able to grant a summary of judgment if both parties dispute against a material fact. In this case, Lewis can defend himself by providing evidence that such law does not exist, or that it affects their contract, if it exists (Jorgensen 250). Both Nine Mile Mine and Lewis can defend their position; in support of the motion or opposition of the motion respectively, by use of information obtained during the initial stages of the proceedings, such as answers to interrogatories, deposition testimony, and answers to wishes for production. In addition, the disputing parties can use affidavits from experts to oppose or support the motion. If any parties lose on the judgment, then they are free to seek appeal, though the chances of overturning summary judgments on appeal are extremely rare (Jorgensen 256).

#### Works Cited

Jorgensen, Ronald. *Motion Practice and Persuasion*. New York: American Bar Association, 2006. Print.

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