

Case analysis assignment



**ASSIGN
BUSTER**

This case is an interesting one because it gets right into the core of the conflict between the proprieties of contractual agreement. This case is focused primarily on Osborne Development Corp.. And the multiple defects customers are experiencing with their homes. These upset customers are suing this Corporation in attempts to collect reparations for the discrepancies faced. The homeowners who purchased homes from Osborne Development Corp.. (DOC) negligently purchased these homes.

According to the Home Buyers Warranty (HUB), " Any and all claims disputes and controversies by or between the Homeowner, the Builder, the Warrant Insure and/or HUB submitted to arbitration(assignments) Under these guidelines any and all complaints will be settled not in the court of law but by arbitration. Arbitration is used commonly to settle disputes between two parties in attempt to avoid the court system. Arbitration is an alternative method of resolving disputes in which two parties present their individual sides of a complaint to an arbitrator or panel of arbitrators.

The arbitrator decides the rules, weighs the facts and arguments of both parties, and then decides the dispute. Arbitration may be voluntary or mandatory. (NCAA. Net) In this scenario the arbitration had been implemented mandatory. The keywords in the contract that binds the customers to this contract of arbitration are the following : ' J By signing below, you acknowledge that you consent to the terms of these documents including the binding arbitration provision contained therein (assignments)". Binding arbitration eliminates the right to appeal decisions made by the arbitrator.

By signing the document all parties forfeit the power to go to any other court system to resolve the dispute. Courts will agree with the arbitration decision because of the fact the contract was valid. A valid contract has four elements for contract formation: (1) an agreement (offer and acceptance) (2) supported by legally sufficient consideration (3) for a legal purpose and (4) made by parties who have the legal capacity to enter into the contract. (Miller & Jennet, 2014) Osborne made a good decision by incorporating the binding arbitration provision into the contract.

One scenario that can be related to the Osborne Development Corp.. Scenario is the NCR Corp. v. Kraal Associates, LTD case. This case is interesting because Kraal takes advantage of NCR Corp. by illegally integrating the software of NCR Corp. and using breaching the terms of the contract. The terms of the contract were different because the factors entailed gave the NCR provision over certain aspects of the contract. KALE did put up a good defense but a lot of the counter allegations were defaulted due to the fact that copyright infringement was in place.

When an arbitration violates a right then it can be taken to a higher level court. In this case the NCR had a substantial claim that they prosecuted. Comparing the two cases the difference lie within the structure of how the contracts were designed.