

Inability to performance a contractual duty

Law



**ASSIGN
BUSTER**

(III) The argument against the Federal Statute to protect endangered birds would be that the State of Minnesota has not enacted any laws against using the area for construction purposes; the argument against Missouri state statutes would be that the US Constitution (which is the last legally binding documents for US citizens) doesn't enforce such requirements.

(IV) The main roles of the courts are to interpret the laws and pass appropriate judgments in accordance with both the US Constitution and the state constitutions (Clarkson et al., 2008).

Case Study 2

(I) Ralph can either lodge his case at Nevada Supreme Court or use the US District Court in Nevada. These two courts have the constitutional powers to hear the litigation instituted by Ralph against Drug-Free Enterprises for breaching the contractual agreement between them (Clarkson et al., 2008).

(ii) Addressing the issue of jurisdiction authority, the Nevada Supreme Court has the Constitutional authority to hear the case because Drug-Free Enterprises is incorporated in its jurisdiction. For a similar reason, the US Constitution has statutes that handle the issue of breach of commercial contracts. And since all states in America are legally bound by the US Constitution (under the jurisdiction of the federal government), hence the US District Court in Nevada can hear this litigation against Drug-Free Enterprises (Clarkson et al., 2008).

(iii) In order for Ralph to win this case, his argument must be presented strongly by invoking the statutes of the Federal Government and the state of Nevada that prohibit the act of contract-breaching. Such laws include Section 235 (2) of the Restatement Second of Contracts and comment (b) to Section <https://assignbuster.com/inability-to-performance-a-contractual-duty/>

235, which states that inability to perform a contractual duty is a breach of the contract (paraphrased). And Nevada's Law of Commercial contract acceptance and execution should be utilized; for example, NRS 97. 299, which supports having a concrete agreement in place for any business transaction. And failure to follow the statute may result in a criminal charge.