

Law dropbox 5

Business



Law Drop box 5 A lawsuit between Amy and Bob regarding the sale of a parcel of land would favor the defendant (Bob). Although oral contracts are equally binding as legal contracts, not all oral contracts are enforceable. Contracts involving the purchase or sale of land involve a high risk of fraud and must be in writing; section 2 Law of Property (Rubin 45). In *Simposh vs Sharma*; 2011, it was held that; the contract failed to honor the formality requirements making it unenforceable and void.

2.

Amy's oral agreement to sell Bob her car did not violate the statutes of fraud. The law governing statutes of frauds help to mitigate deceitful conduct whereby contracts have long durations or high stakes (Rubin 67). The Statute of frauds requires written contracts in the following situations:

- Contracts concerning real estate,
- Guarantees,
- Transfer of property ownership after the owner dies,
- Contracts that would take a long period; more than one year.

3.

The oral agreement between Amy and Bob for a strip of land falls under the Statutes of Frauds law. The Statute has exceptions that would favor the plaintiff (Bob). The exceptions state that the oral contract will be legally binding if;

The parties complied with the terms of the contract, or

The complainant complied with the contract in relation to the defendant's promise and suffered; as a result.

Bob would win the lawsuit and have the deal overturned. Both parties complied with the terms of the contract and the plaintiff suffered from the

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defendant's promise that the strip of land would offer him easier access to the country road.

4.

Under the Uniform Commercial Code (UCC), all the contracts listed would be enforceable even in the absence of a written document.

5.

Burgers R Us may sue Bob under the Law of Obligations. The obligation was a specific real obligation whereby the obligor (Bob) had a duty to deliver 50 cases of frozen burgers (legal bond) to the obligee (Burgers R Us). The contract was a legal bond between the two parties for the fulfillment of a performance.

6.

Henry's contract will be discharged under legal positivism. The legislation banning the sale of herbal supplements is enforced by the State of Arkansas (a recognized authority).

7.

In a case between Houses R Us and Max, the court would rule in favor of Max (defendant). The laws governing construction of buildings require a house to be constructed safely and without causing any deformation that might impair the stability of the building. Max could argue that such regulations were breached in that; the ceiling was too low, the patio did not drain properly, and the load bearing beams appeared to be gradually weakening due to cracks.

8.

\$1, 000 for tractor repairs would be in the form of nominal damages.

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\$60, 000 for the lost crops would be in the form of consequential damages.

9.

Max should seek a remedy for specific performance. Raymond signed a contract to sell the 500 acres to Max. Max honored the contract and paid \$500, 000 for the land. The contract was legally binding, and Raymond did not honor his part.

10.

The circus owners would be seeking an injunction in court. The court may rule in favor of the owners providing a preliminary injunction that would require Rudy the Reptile King to raise the standards of his act. The court's ruling would mitigate threatened wrongs in order to maintain the status quo until the concerned party acts as required. An injunction may be issued where an equitable remedy is not sufficient to achieve substantial justice.

Reference

Rubin, Paul H.. The evolution of efficient common law. Cheltenham, UK: E. Elgar, 2007. Print.