

Business regulations and practices

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Insert Case Summary The contract entered between the Caplan and Faithful Construction, Inc. Faithful Construction, Inc has breached the contract by installing Kohler brand instead of Crane plumbing which was not according to the terms of the contract.

Legal issues

Grundmann (1) notes that Caplan should seek a court order to require Faithful construction to undertake the contract as per its terms (Grundmann). Basing on the performance of the construction, the court will have to supervise and determine the standards of evaluating of construction performance. Caplan will have to claim the reasonable cost of reinstalling Crane plumbing to conform to the contract terms.

Analysis

The standards of the contract were not met as per the terms of the contract by installing Kohler brand instead of Crane plumbing.

Conclusion

The Caplan has a right to claim for the breach of contract against Faithful construction.

Case 2

Summary

The contract entered between Hensley and Thrift does not recognize Sylvia since she is the third party to the contract. Hensley sold the house to Sylvia without Thrift consent hence breaching the terms of the contract.

Legal issue

If Sylvia defaults the payment, Thrift will have to inform Hensley and if she fails to comply with the terms of the contract, then Thrift will have to act on his rights as specified in the mortgage document.

Analysis

In this case, according to Grundmann (1), Thrift will have to take direct ownership of the house and own it as his real estate and Thrift has a right to evict Sylvia from the ownership of the house. In this case, if Sylvia defaults the payment, Thrift will have a right to sue Hensley for the failure of paying the mortgage debt (Grundmann).

Conclusion

The ownership of the house rests upon Thrift until Hensley settles the final payment of the mortgage debt.

Works Cited

Grundmann, Stefan. Regulating Breach of Contract “ The Right to Reject Performance by the Party in Breach. European Review of Contract Law 3. 2 (2007): n. pag. Web.