

Case problem



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The paper "Failure to Pay the Agreed Amount of Money by the Employer" is an excellent example of a case study on the law. The issue, in this case, is that Heckler promises to pay Jones \$5000 as job security in the event that his contract is terminated without cause before a certain period. However, this does not happen when Jones' employment is terminated before that agreed date. Legally, this is enforceable since there is a written letter which clearly states the deal. With all the facts at hand, Jones can sue Heckler for not honoring his contractual obligation since the law is there to protect all the parties involved in a contract. Whilst it may not be very obvious that Jones will win the case against his employer, what is important is the fact that his case can be enforceable since the court of law is mainly there to solve such kinds of disputes between the employers and the employees. For interest's sake, it is important to give a brief definition of the term contract in order to fully understand why Jones can take legal action against his employer for nonpayment of the agreed money upon the termination of his employment. A contract is an agreement between an employer and an employee and this agreement is enforceable in the court of law should one party breaches that contract. This agreement is legally binding and both parties should be guided by the terms and conditions stated in the contract. A contract can be either written or verbally where in the case of employment the employer would agree to pay the employee for the work done. On the other hand, an employee also agrees to take the job offer on condition that he will expeditiously do the job as per the agreement in the contract. Therefore, it can be noted that one party promises to pay the other for the work done unless otherwise stated. In a contract, it is always important that the involved people understand the terms and conditions of their agreement

so as to avoid unnecessary conflicts in the future.

By virtue of giving Jones a signed letter promising to pay the stated money as part of job security, it means that Heckler has entered into an agreement with his employer which should be respected at all costs. This signed letter is part of Jones' employment contract and has to be respected by the employer. If you promise to pay someone some money then it has to follow that the employer must not breach his contractual obligation. The court of law is there to protect the interests of everyone and it is the only recognized arm of the state which can enforce decisions as prescribed by the law.

Basically, if one party feels betrayed by the other, the noble idea is to take the issue to the court which can then decide on the verdict to give which is justifiable to all the parties involved.

However, the outcome of this matter can be decided by the court of law but the most important thing is that the issue of not paying Jones the agreed money is enforceable since it is a signed contract by the employer. It can be noted that if the termination letter clearly states the cause, then there will be little chances of Jones to win the cases since it is stated that the money can only be paid when the contract is terminated without a cause. Heckler could have decided to take the action, not a ton to pay the money following the performance of Jones which had greatly declined instead of improving upon the promise of getting some money should the unfortunate situation happen. Heckler, on the other hand, could also argue claiming that there has been a cause for the termination of Jones employment as stated in the letter which was meant to motivate the employer to improve his performance.

Over and above, it can be noted that a dispute between Jones and Heckler is caused by the failure to pay the agreed amount of money by the employer.

Virtually, this is not an issue of saying that Jones has the right to get the money or will definitely win the case but it is about enforceability. The court is mainly there to solve the disputes between different parties and it is the one which can make valid decisions. Therefore, this case is enforceable regardless of the outcome in the court.