

# Introduction to business law

Business



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### Abstract

The research here will express the evident fact that the contract has to be upheld legally. It was signed by both parties and agreed upon therefore this paper will show that the law requires every party to hold up to their end of the signed agreement.

This case is pretty much simple to comprehend and legally it is basically self explanatory. In many states, if both parties enter into an agreement that is fully discernible by the laws of that state then they are both expected to uphold their end of the agreement. If one does not do so then a contingency can occur which can make the sales contract fall into a null and void contract (Reality Times, 2004). The report states that the contract included a clause specifically stating that the seller would provide up to \$500. 00 for any necessary repairs, after inspection, at the closing of the deal. Now the buyers have had the house inspected and the inspector has informed them of two needed repairs. Due to the clause in the contract the seller is obligated to pay up to \$500. 00 in these repairs but no more than that. So in regards to the buyers possibly expecting more, legally that would be a breach of contract so they can only expect to receive the amount the clause states for the repairs. Any expenses above that and they are required to pay the additional fees. (Larson, 2003-2005).

Since there does not seem to be any specific clause such as: " Waiver clause, Liquidation Clause, Non-Waiver clause, etc then the only other logical means to go about settling the dispute would be to use an arbitration system. If this case were to go to a court of law then the seller would be forced to uphold their terms of the agreement in the time that was specified.

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In this case it seems it would have been after inspection of the house so this could possibly turn into a case of one holding a common contract clause such as, “ Time of Performance Clause” since it was stated the repair work could be done after the inspector completed his or her report. (Larson, 2003-2005). I will reiterate that due to the fact this contract was signed by all parties it is legally binding and what the seller is attempting to do is get out of his stated and signed agreement which is just legally wrong and unethical (Leeds University Union, 2004). Therefore, my legal standing on this is with the buyers as long as they do realize that the cost is not going to be above the stated amount in the clause. Legal documents are not prepared for nothing, once signed and agreed upon that is it; the deal is sealed, legally, morally and ethically sound. It is only when one party is attempting to breach their contract that the moral and legal judgments come into play.

#### References

1. Larson, Aaron (2003-2005). Accessed online at: [http://www.expertlaw.com/library/business/contract\\_clauses](http://www.expertlaw.com/library/business/contract_clauses)
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