

Contract dispute



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Contract Dispute It is assumed that it all happened verbally and that John neither has any tangible evidence of the contract (documentation, etc nor does he have an Official Receipt of the down payment that he had made to Jim. Evidently if John approaches a lawyer or court, the very first thing that will be sought is evidence, which John doesn't have. Thus, firstly John will have to have an evidence of whatsoever happened so far. The best thing that John can do is to initiate correspondence with Jim showing positivity & flexibility regarding the terms of contract and the down payment made to him. Jim's replies would at least provide John evidence that Jim had breached the contract and that he had received the specified down payment from him. Next (if possible) is to try to see Jim to discuss the problems in greater details. If succeeded, John, while visiting, must keep a voice recorder into his pocket. He must discuss or argue in a way that Jim readmit breaching the contract and receiving the down payment from him. Once the entire discussion is recorded, John should then again send a letter instructing Jim to start the work as mutually agreed. Letter must be sent by Courier with an instruction to take the addressee's acknowledgment with date & stamp (if possible) so as to have another piece of evidence. In case Jim gives no heed to this letter and continues lingering on, John, in consultation with a lawyer, should approach the civil jurisdiction and produce the proofs or evidence that he has. As Goodwyne, D. (2010) stated, " In the modern business world, most relationships are governed by written contracts as the old fashioned " relationship by course of conduct" is slowly being phased out as people become more sophisticated in their dealings and the invention of modern technology such as e-mails make it easier to record things in writing." Since the " Cause of Action" is Virginia, John can preferably file a suit in Virginian's

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civil jurisdiction mentioning Jim's both living and work address. In case the "Execution Place" was Maryland and that Jim had issued John a receipt of down payment having Maryland address then alternatively the case may be filed in Maryland. Last but not least John must keep in mind that it is evidence only that can work and bring favorable verdict, hence he must obtain and produce all possible facts & figures before the lawyer or court. Reference Goodwyne, D. (2010). How to legally resolve a business contract dispute. Retrieved April 11, 2011 from [http://www. helium. com/items/1917984-business-disputes-legal-advice-contract](http://www.helium.com/items/1917984-business-disputes-legal-advice-contract)