

Is the \$1,000 to pay Jim Kennedy owed by Chad and Sophie?

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The government or an individual can give a certain level of compensation to a person for executing a specific task, which is extraordinary in most cases. For a person to provide an ordinary reward, there is a need for a capacity, and the contract law applies in such an instance.

Under the principles of contract law, there is the aspect of good faith that might make the agreement obsolete. Public policy is an instance that also plays a crucial example in dictating the dynamics of the reward. The creation of the contract of the reward only applies after the emergence of an actual as well as valid offer. The offeror mostly proposes, and it only applies to the performance of the requested action. Jim was right to claim the reward since he complied with the conditions.

Craig is the offeror according to the terms presented in the sign. Moreover, Chad and Sophie never processed any warranty to make them liable in case of the damages caused by their products. Actions have consequences, and there is a need to have well-stipulated action plans in most instances (Priest, 1987). Craig must be fully liable for his action towards the poster and pay Jim the sum stated. It is not right to involve Chad and Sophie in the deal. Additionally, Craig's negligence is the sole reason for the occurrences, and most courts of law cannot offer a listening eye to such claims as a result of negligence. Craig might, however, fail to cater to the cost since such a reward might materialize out of good faith. Nevertheless, it is imperative to stick to the promises since they best serve every party involved in the case.

Is Chad and Sophie liable for Katie's damages?

Business law is such an important tool that every member should adhere to in enhancing scalability as well as profitability. Managing a business can, at times, become hard since stakeholders can become more attached to the profit margins rather than the satisfaction that customers will achieve from such products. According to the existing laws, no specific law forces premises to dwell on quality rather than quantity. The most important thing is the existence of standards that apply in most parts of the world. Katie acted out of negligence and ignorance, which is not given much consideration in the court of law (Priest, 1987). Every product has a lifetime and can be damaged due to various conditions they are subjected to during operations. Even though Katie proved a high level of negligence, there is a need to have the facts right and make it possible to make a rational choice on most occasions.

Chad and Sophie are free from the deal and should not take any responsibility for Katie's negligence. The voluntary assumption of risk is also an instance to consider when defending Chad and Sophie. It is

evident that Katie knew all the consequences of her actions. She should have avoided them. Contributory negligence is evident. Chad and Sophie could have been liable if they had provided insurance with areas that such will cover. That acts as the best platform to enable Katie to seek for compensation (Kraakman & Armour, 2017). Lacking such a documented agreement means that Chad and Sophie have to pay for damages. Before committing to any organization's products, it is imperative to agree to the terms and conditions and seek the possibility of having insurance as well. That should be applied when dealing with health and safety-related products.

Does Sophie owe Garth money?

All the agreements need to be documented for future reference when signing any contract. In most instances, people might ignore certain aspects of the contract, which is the reason for the documentation. Every party must sign such documents and have a copy of them. Initially, Sophie regarded services from Garth as free will, and there were no monetary attachments whatsoever. That can still be upheld once the contract is clearly executed. People are prone to lying before getting into a contract. Mostly, such people use the instance to lure others to their demands, which mostly materialize at a later date. The fact that Garth was not a veterinarian but rather an assistant spoils the whole deal. That adds to the fact that Garth never outlined the terms of the service as well. Consequently, Sophie managed to fill the gap and regard the service as free. Most assistants need compensation for the service rendered. However, it should follow the right approach. Sophie is not, therefore, liable to cater for the invoice amounting to \$ 1,500. There is no basis for the agreement.

What the liar gains due to hiding information is an instance that the court will always find relevant. In most cases, the liar tries to blackmail the other party, and that constitutes fraud. In the case between Garth and Sophie, the former's main intention was to blackmail and realize financial benefits. That makes the agreement null and void. As a result, Sophie should not pay Garth any amount.

Legal issues with “Approved by the Canadian Veterinary Medical Association.”

Truth is relative, according to various scholars. However, any court in the world relies on the evidence provided to make the final statement. The use of advertisements should be truthful in persuading the consumers of products. However, some people tend to advertise in a misleading manner, making it possible for consumers to either buy sub-standard or low-quality products (Posner, 2014). The basis for such misleading ads is normally false as well as deceptive claims. That was the case with “Approved by the Canadian Veterinary Medical Association.” It is known that such an organization is reputable and is likely to have a positive impact on the process. It later came out that such a body did not exist, and the authority merely served in the position of an assistant. The law makes it possible to charge parties purporting to be what they aren't since the impact on the consumers is disastrous. Craig and Katie emerge as the culprits in the case study. The existence of the Trademarks Ordinance,

which saw the light of day in 2001, is useful in protecting the consumers of products in different parts of the world. Even though the platform was enacted in 2001, it became active three years later. Misleading ads normally affect the behavior of individuals, making them employ a greater level of trust. Even though Sophie believed in all the processes and needs of the Canadian Veterinary Medical Association, it was never intentional, and that makes her safe when facing the law. However, she also acted from the point of negligence, and that makes her vulnerable in some cases.

Can Chad get a refund from Peter?

Litigation is only appropriate once an individual clearly understands all the facts revolving around the case. Even though Chad and Peter can sort out their problems personally, it is evident that Peter was unwilling to initiate the same and later decided to mute. Peter is just a business person who was trying to make the best out of the deal. That is a business language, and embracing it in various environments is not wrong. The only problem that should not surface is the breach of contract. Such a breach can result in delays as well as the delivery of sub-standard products. Even though Peter delayed in providing the products, what later arrived was what was ordered. A decision should be made before embarking on the agreement. In such an instance, both parties must come out and explore all the possible avenues (Posner, 2014). It is evident that Chad only realized a better deal after signing a contract. He is, therefore, the one to breach the contract. He never initiated the same at the right time since Peter had already embarked on the shipment of the products. In most cases, goods, once sold, are cleared out of stock, and very few companies will be willing to accept them back. As a consequence, Chad is not likely to get a refund since he failed to communicate his intentions at the right time. Moreover, Chad went ahead to utilize the plastics that he got. The only option was to sell the products to enable him to recover the money. He still had the option of securing better materials after selling the existing ones. Peter never breached the duty in any way. All his actions are reasonable, and every business person is likely to operate in the same space. There is a need to strike a balance in every state and make it possible to meet the needs of every party. Being self-centered is the main challenge that affects businesses in contemporary society. Moreover, Chad failed to read all the terms before signing the agreement. That is also an instance of negligence and makes it difficult to get the money back.

Not putting into the fingerprint that heavy dogs cannot use Doggy Cruiser.

Chad had the option of designing products with the specifications to cater to the needs of heavy dogs as well. That is an instance that spoiled his reputation and that of Sophie in some ways. It is evident to indicate to the consumers on matters related to the utilization of the product. Such an omission will likely make Chad and Sophie liable for the damages caused when Katie and Craig went riding through the trail. Even though Katie also presented a high level of negligence when she placed a 40-pound

dog in the Cruiser. Even after noticing the size of the Cruiser, she never acted positively to thwart any damage. Before the purchase of any product, there is a need to have a clear understanding of its usability to eliminate chances of damage. Moreover, companies should communicate such information to consumers since some consumers are not mindful of their purchasing behavior. It is inappropriate to ignore such demands since they affect the reputation and minimize the premise's scalability.

References

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