Legal and Ethical Cases on Contracts Torts and Negligence

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It is essential to be careful in legal matters as it can lead to court cases. The court processes are usually lengthy, costly and pose a threat to the reputation and image of a company or a person. They can also be tricky to win even if a person is innocent, as the courts focus on evidence rather than truths. Especially in the cases of Accident or Arson, it needs the careful judgment of the evidence and the people involved to be certain about the innocence of a person. This paper will discuss four case scenarios, each with a different set of legal and ethical issues, to analyze legal and ethical concerns and issues in the scenarios. The first case scenario discusses accident or arson, the second case discusses formation and Breach, the third case discusses contract and capacity, and lastly, it will discuss tort and negligence.

Accident Or Arson:

Accidents occur often and are unintentional, but for Arson, negligence from the duty and intentional malign are necessary (Kocsis & Irwin, 1997). For instance, in the case scenario, Peter Pablo intentionally left the package laminator on because he was upset with his boss. As a result, the warehouse burns to the ground, resulting in damage of over a million dollars. In this case, Pablo is guilty as he intentionally left the laminator on, but it will be difficult to prove it as he insists that he does not know the cause of the fire. Pablo knows he left the laminator on intentionally, but the investigation does not show clearly that the fire occurred due to his intentional negligence (Kaplan, Weisberg, & Binder, 2014). Moreover, the case scenario cannot be related to the Arson cases that involved revenge and insurance as the warehouse belongs to Jabil Circuits, which seems to be a reputed company that got sued for insurance-related arson.

This case involves revenge, intention, and damage, all favoring the arson, but it is unlikely to prove it as Pablo was part of the company for six years and he was experienced in all kinds of machinery, due to which he cannot be proven guilty. Also, he claims that it was an accident and he is innocent. The investigation team found it might be due to a malfunction overheating or being left on for a longer period, which does not confirm Pablo’s involvement. There must be proof showing his negligence and intentions, which is difficult to provide to convict Pablo (Jacobs & Potter, 2000). However, ethically, he should be guilty because he intentionally left the laminator open to take revenge on his boss, damaging property of over a million dollars, but in a legal process, there must be enough evidence showing him guilty, either proving his negligence or intentions.

Formation And Breach:

Contracts are crucial in all kinds of transactions. It is crucial to have a written contract detailing when or what, why something was delivered, and what will happen if the person does not fulfill the contract (DiMatteo, 1996). However, in the case of an oral contract, the person must have some sort of proof of the contract, and both parties must adhere to complete the contract. In case of breach of the contract, both the parties or one of the parties can seek the damage by filing a lawsuit and proving the existence of the contract and breach of the contract (Rasmusen, 2004). In the presented case scenario, a purchasing manager, Russ, and an office supply company enter into a contract. The seller offers to deliver six industrial copy machines and four packaging machines for $15000 cash on delivery. However, the seller, at the time of delivery, says half of the equipment is sold, and only half can be delivered.

In this case, Russ is in a difficult situation since he does not have a written contract, but since both parties agreed to the transaction. In this contract, the four elements, an understanding, offer, acceptance and consideration, exist and are recognized (Wolfe, 1997; Yonge, 1976). However, the seller is unable to provide the offered number of equipment is breaching the contract. The state of Florida, considering the elements of the verbal contract, will seek evidence. Russ needs to provide evidence to settle the issue. Also, both parties can conclude this before going to court if the seller can pay for the damage. But if the parties are unable to settle the issue, the buyer can sue the seller and demand the damage that is incurred because of not providing the required number of equipment. Thus, Russ has the right to sue and claim for the damage, but he will need to prove the existence of an oral contract.

Contracts And Capacity:

Contracts are usually binding between the two consenting adults with full intellectual capacity. Contracts with the mentally ill or any person with a lack of physical and mental capacity are not valid. It is necessary for both parties to have the mental capacity to make a rational decision for both groups, keeping in mind the consequences (DiMatteo, 1996). People without the knowledge and understanding of mental illness such as dementia cannot form contracts with another party because they are not capable of deciding to enter the contract. In the given case scenario, Chet Gaines enters into a contract with Mack Smith about purchasing land owned by Smith. Smith is 80-85 years old with dementia, which makes the contract invalid. All of these details were attended to while writing the contract. Therefore, the contract with Jabil will be considered void as Smith does not remember anything that he said, due to which the contract will not be valid. Hence, there is no way of breaching an invalid contract (Wolfe, 1997; Yonge, 1976).

Tort And Negligence:

In the cases of damage to another person's property or injury due to negligence, proper care is considered under tort or negligence. In such cases, many of the things need to be considered, but in the case of an accident with a company's car or truck will fall under negligence and Tort. In the case scenario, Toby hits Ronnie's car with Jabil's van (Levenson, 2008). Ronnie is injured, but Toby dies in the accident, and the investigation shows Toby was drunk and driving at a high speech. Ronnie sues Jabil and asks for compensatory and punitive damages (Speiser, Krause, & Gans, 2003). In this case, Ronnie has rightfully sued the company for compensation because the employee was authorized to use the van from and to work. However, punitive damages cannot be implemented because the authorities did not tell Toby to drive while he was drunk and at high speed. It is illegal to drive above the speed limit and drunk driving with a high amount of alcohol, but the employers have no way of knowing that Toby was drunk driving and was not careful of the speed limits (Burnham, 2016). Therefore, Ronnie will recover compensation for the damage from the company according to the superior doctrine of negligent acts. As Toby is death the punitive damages will not be applied to the company, the company and insurances will only compensate for the damages.

Recommendation:

Therefore, Jabil Circuit must be careful and have clear contracts with their employers regarding drinking and driving during and after work hours, with authorization or without authorization. They also need to be very careful to hire a person who is responsible and knows the legal consequences of their actions. They must also be responsible for their actions, and before confirming any contract, the employees must sign and form a contract that is legally binding, keeping in mind the legality of the contract. They can consult legal advisors if they are unclear about the law and legality of a contract. Hence, the Jabil Circuit must recruit responsible and aware people to deal with legal matters.

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