

What legal actions can be taken if the contract is breached?

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Contract Formation and the Requirements of Enforceable Agreement

The contract is valid whether it is verbal or written, but it must have three elements: an agreement, an intention to form a legal relationship, and the consideration or the payment for the goods and services. If a person makes an offer and another accepts the offers in exchange for goods and services, the contract is generated. The contracts are legally binding even if they are not written.

There can be legal action if the contract is breached, such as in the case of Toby, who has established formal and valid agreements with the editor of the Daily Scam and Nicky to fix Nicky's computer. (Legal Information Institute, n.d.) When Nicky, as well as the editor of the Daily Scam, does not pay Toby the decided amount of £300 and signed photograph and £200, respectively, for fixing the computer, he can sue both legally for breaching the contract. As Toby has fixed Nicky's computer within four days, he must get the £200 from Daily Scam for his services. Similarly, Toby has been understanding to Nicky and her situation and helped her fix her computer, so he must be given £300 and the signed photograph.

Although he deserves and has provided the required services within the deadline, he needs to prove that there was a contract and it was breached. In the case of Toby, he might not have the written contract but has to establish that there existed the verbal contract and its terms. He will need to prove that such a contract existed and that it was breached by the other party to be reimbursed. Therefore, it is necessary to establish there was a breach. In this case, the editor of the Daily Scam promised to give £200 if Toby fixed the computer within four days, and he completed the task without delays or problems. It was because of him that Nicky finished writing the last chapter of Gareth Whale's biography, and the Daily Scam was able to publish the serialized extracts from Nicky's book on the deadline. Hence, he can claim the £200 that the editor had promised him for his services.

Consideration, Variation, and the Dispute Between Nicky and Toby

In case of Nicky who promised Toby £500 hundred later told Toby that she was short of cash and agreed to give £300 and a signed photograph by Gareth Whale instead of £500. Toby had not only fixed her laptop within four days much before the agreed deadline of ten days. He had also agreed to

get £300 and a signed photograph instead of £500. Hence, he has to establish the case with proper evidence of the contract to prove the breach of the contract.

He also needs to establish that both the parties had agreed and understood the contract. He must show that the terms of the contract were clear and defined. He has to show that the terms were established, and both parties decided to offer Toby the amount but did not give him the money.

Toby could also charge the editor and Nicky for immorality by breaching the contract. Toby had completed fixing the computer within four days and accepted their offer despite the task's difficulty. He had completed the task of 15 days in just four days. He had saved money for Nicky and provided the completed work to the editor to produce the serialized extracts from the book. He had agreed to do it personally when his company had clearly told Nicky that it would take 15 days. Consequently, his efforts must be recognized. He was considerate throughout the contract and met every deadline, but Nicky and the editor were unethical when they did not recognize and appreciate his efforts. He must make a case that the editor and Nicky were being irresponsible and inconsiderate towards his work. They have availed the services without paying him what was his right. They had not made the payment for the services that they got from Toby.

Implied Quality, Performance, and Legal Remedies for Breach

Moreover, the implied terms of quality of the task were also according to the expectations due to which the editor and Nicky do not have enough reasons to refuse the payment. It is advised that Toby must remember all the terms and quality related concerns of his clients. However, he fixed the computer properly and the data was retrieved for Nicky to finish the biography and the editor to publish its serialised extracts of the biography.

However, Toby had two contracts to do the same task. The multiple contracts might complicate the cases generally, but in the case of Toby, both the groups, the Editor and Nicky, knowingly made the contracts as it was essential for them. Both parties offered the amount, knowing that the other party would be paying the amount as well. Moreover, their offers and terms of the contract were different even though they requested for the same task. The editor offered £200 to complete the task in 96 hours, but Nicky offered £500 to complete the task within days. Although both of them have contracted for the same task, the task helped them gain greater benefits for both Nicky and the Editor. The contract with Nicky cannot be void because the Editor offered £200 in the contract and made the contract later. He offered the contract after knowing that Nicky had already made a contract with Toby. Otherwise, he would not have entered into a contract that cost him £300. Also, the contract with neither of them mentioned that the contract would be void if they made another contract with other people for the same task. Moreover, both parties were willing to pay as the task was crucial for the success of both of them. They calculated the cost-benefits of the task, and both groups willingly offered the amount. Consequently, Toby has not fabricated or manipulated any facts

to gain the contracts, nor has he tried to hide the previous contract. As the editor got his number from Nicky, it can be assumed that both groups were aware of the contracts. Hence, it becomes clear that Toby completed the task following the terms of both contracts, and he was not trying to falsify any information. Moreover, he was considerate and understanding, two contracts for the same tasks should not be a problem and he has the legal right to sue both the parties for the payment.

To conclude, Toby has the legal right to sue the editor of Daily Spam and Nicky as they have not paid the amount mentioned in the contract. (Mayer et al., 2012) Although it was not a written contract, the verbal contract is equally binding, and Nicky and the Editor have failed to obey the terms of the contract. Thus, they have breached the contract. Hence, Toby can charge them for immorality as well as breach of contract. Even though the opponents can argue that he made two contracts to provide the same service to two people, the earlier contract becomes void, and Nicky does not require paying the contract amount. Regardless of the two contracts, both parties knew about the contracts, and they offered the contract for their own benefit. Toby had not tried to change or fabricate any information. Also, the terms of contracts and payments were defined in advance, which does not leave them any excuse for not making the payment. Hence, Toby must get the amount for his hard work.

References

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