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BUSINESS AND CORPORATE LAW

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Different laws are applied to ensure that people are protected from unfair treatment. There are laws that govern the administration of property of a deceased person and laws that govern the sale of the product. The law of succession governs the administration of the property of the deceased while the law of contract is concerned with ensuring that the contracting parties adhere to the terms of the contract. Both succession and contract laws are involved in civil cases. In case of a breach of contract, the party that breaches the contract is supposed to pay damages to the plaintiff. The lawsuit presented by Audree against Denis relates to law of succession while that against Brian is of the contract. Following the legality of the matter, Audree is likely to win the case and recover \$1,000.00 paid to Dennis, but she may lose the case against Brian.

A contract is a legal agreement between two or more parties with the aim of creating a legal obligation. An implied contract involves obligations that arise from mutual agreement, which has the intention of a promise that is not expressed in words. An implied contract is considered binding as an express contract depending on the substance of its existence. When one party is aggrieved on the terms of implied contract, he/she can file a case to the court. Most of the contracts are considered as civil cases and, therefore, the jurisdiction lies with either common law or civil law hence federal courts are the most appropriate to decide on the cases.

According to the law of succession, the spouse becomes the heirs of the property left behind the deceased person. In case the spouse is also dead, the children become the legitimate heirs of the property. If the children are minors, the property is given to the custody of Trustee until the

children attain the maturity age. In the case of Audree versus Denis, Audree is the legitimate heir of Murray's property. Denis ought to repay Audree as agreed because even though he is the son of the deceased, the agreement between him and mother was to repay the money after some time. The law of contract is applicable in this case because failure to repay the loan as agreed is a breach of contract. There was an implied contract between Audree and Denis that Denis would repay the money led by his mother. Although Denis has failed to repay other loans given by both Murray and Audree, it seems that the parents were not seeking legal action against him. According to the law of contract, Denis should repay the loan as agreed in the implied terms.

When considering the lawsuit against Brian, Audree can lose because according to the implied terms of the contract, both Audree and Brian agreed on the amount to be paid. The implied terms of the contract cease the right of ownership of the record from Audree to Brian immediately they negotiated about the price. Brian paid the amount demanded by Audree for the records and they settled the deal in the presence of Denis. The demand for Audree to get \$25,000, which was the real value of the record is void. Although Brian knew that the value of the records was more than \$1.00 demanded by Audree, he did not know the actual value of the records at the moment of purchase. Audree was contented with the amount given as a settlement of the deal of sale before she realized that the value of Murray's records was higher than the amount she received. If Brian did not appear in the program, Audree would not have filed the case.

Since Brian was in the business of used records stores, buying Murray's record from Audree was part of his business. As a business person, Brian is entitled to make profits from the purchases and sales of such records. Buying of The Beatles record was part of his business, thus, he was justified to buy and resell it at a profit. Since the amount he paid to Audree was agreed, he did not breach the sales contract. Audree's claim is unjustified and, therefore, she cannot be paid \$25,000 as she claimed. The sale was sealed immediately she received a check for payment of the records.

My decision on the first lawsuit, which is to recover \$1,000.00 from Denis since there has been an agreement that he would repay her. Denis can raise an argument that he is also a legitimate heir of the assets of Murray, his father. However, this argument cannot stand because according to law of succession, the spouse becomes the first beneficiary of the deceased. Again, this argument cannot be considered because Denis had not used this base to get the money from his mother. On the other hand, my decision concerning Brian's case would be different. I would argue that Audree was not justified to file a lawsuit against Brian. The argument that Audree can raise against Brian is that since Brian had been in the business of buying and selling used records, he knew that the value of The Beatles record sold by Audree were high than the quoted amount. She can also argue that Brian took advantage of her ignorance to benefit from the records. However, as a judge, I would dismiss these allegations since Brian was carrying his normal business. Brian paid the agreed amount and, therefore, he was justified to resell at whichever profit he would like.