Response to Questions

[Author Name(s), First M. Last, Omit Titles and Degrees]

[Institutional Affiliation(s)]

Response to Questions

# Response to Question 1

The American legal system aims to protect the rights of all Americans and orders to respect the other person's space. The laws in the US legal system are made to guard the rights of American citizens and assure basic human rights are met. The laws are a manifestation of the foundation of the American legal system.

Tort Law is an excellent example of American law; it allows the individuals to bring the lawsuits against any party that causes damage, injury or harm. Tort Law, in the US, protects people against any civil damage or injury and provides them a remedy against their losses. Thus, this law exists to pay damages to people who suffer from any property damage or a wrongful act by some other party. It includes negligence, liability, and intentional harm. Frequently occurring torts include assault, false imprisonment, and battery, etc. Constitutional law in the US acts as a channel and protects the constitutional rights of its citizens (“Constitutional Law—HG.org,” n.d.). It enables the people and organizations to bring lawsuits to courts in case of infringement of their rights. For example, a landowner can bring the case to a court of law if his personal property has been used for the construction of the highway.

Thus American legal system aims to ensure equal protection of rights of all.

# Response to Question 2

The contract is a legal agreement between two parties, enforced by the law. If the promise made in the contract is breached, the harmed party can claim damages from the court of law. A legally binding agreement or contract is more than that of a promise between friends and is made up of certain elements.

A contract bounds two parties legally and safeguard their resources. A legally enforceable contract is based on the five essential elements. According to the Contract Law, these include the offer, acceptance, consideration, capacity, and mutuality (“Contract,” n.d.). Offer is the first stage in contract, for instance, an offer made by an application developer to develop an application against a certain sum of money. When both parties demonstrate their agreement, it is referred to as acceptance. The value that each party offers to another is denoted as consideration, for instance, money, property, etc. It does not have to be money every time. Each party must have a legal capacity to enter into a contract, for instance, a minor cannot take part in the contract. Every party must also take part in a contract willingly, for instance, one party may not hold the right to cancel the contract. Thus, missing any of these essential elements make the contract null and void.

# Response to Question 3

The term ‘minor’ is generally used in the law to represent a person who is under 18. Generally, a contract with a minor is considered voidable. Minors do not hold the legal capacity to enter a contract, however, in some conditions as discussed below.

Courts allow minors to exit the contract at their discretion. In addition, according to law, contracts with minors in case of certain goods and services essential to minor’s wellbeing, are enforceable (“Can a Minor Enter into a Contract? - HG.org,” n.d.). For instance, contracts pertaining to food, shelter, and clothing. Besides, if minors enter into a contract with banks, they are subject to the same obligations and penalties. Minors can also enter an employment contract that is enforceable according to the court of law. Minors can ratify the contract after they reach the age of majority. Furthermore, there are two ways a minor can void the contract, requesting the court to void the contract and to raise the affirmative action. Thus, a minor can enter into a contract, ratify the contract and can also void the contract.

# Response to Question 4

Privity of contract refers to the legal relationship between the parties of the contract. This relationship prevents any third party to enforce the contract (Neyers, 2007). This is the general rule in Contract Law that does not allow any party other than the party to contract, to seek enforcement of the contract.

There are some exceptions to the doctrine of privity of contract law, allowing the third party to enforce the contract. One such case is Collateral Contracts. The third-party can sue the seller over faulty products. Besides, contracts that involve an agent acting on behalf of the principal is also an exception to the general rule. The beneficiary of a trust can also sue the trustee. In some cases, restrictive covenants on land are enforced against a third party. In case of negligence resulting in personal injury, the third party can sue the negligent party. Thus, rights and obligations to third parties are given in some circumstances.

# Response to Question 5

If a party fails to act upon the terms mentioned in a contract, it is denoted as the breaching party. In case of breach of contract, a civil lawsuit is filed by the non-breaching party to obtain remedies.

The remedy is compensation offered to the non-breaching party; these remedies can be in many forms. One type of remedy is monetary damages; breaching party is held responsible for the losses. Another remedy is to force the breaching party to act on the terms listed in the contract, referred to as specific performances. Non-breaching party is also released from the obligations of the contract in case of breach (“Remedies for Breach of Contract—Judicial Education Center,” n.d.). If it is difficult to estimate damages, the non-breaching party is awarded a specific amount of money.

These are a few common remedies available in case any of the parties breach the contracts.

# References

Can a Minor Enter into a Contract? - HG.org. (n.d.). Retrieved December 21, 2019, from https://www.hg.org/legal-articles/can-a-minor-enter-into-a-contract-34024

Constitutional Law—HG.org. (n.d.). Retrieved December 19, 2019, from https://www.hg.org/constitutional-law.html

Contract. (n.d.). Retrieved December 19, 2019, from LII / Legal Information Institute website: https://www.law.cornell.edu/wex/contract

Remedies for Breach of Contract—Judicial Education Center. (n.d.). Retrieved December 21, 2019, from http://jec.unm.edu/education/online-training/contract-law-tutorial/remedies-for-breach-of-contract

Neyers, J. W. (2007). Explaining the principled exception to privity of contract. *McGill LJ*, *52*, 757.