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LAW QUESTIONS

Q1

Case name is Hudson V OTC Ltd, under generic state law Hudson never signed a contract with the company to show terms and conditions of employment; while second was OTC Company that had promised to provide employment. Therefore the court cannot compel the company to rehire him.

Issue

According to 42 U.S. Code § 1981,¹ "The term 'employer' means a person engaged in an industry affecting commerce who has fifteen or more employees for each working day in each of twenty or more calendar weeks in the current or preceding calendar year, and any agent of such a person." Public Law 92-261. (n.d.). For this part, the issue is that Hudson is a chartered accountant who earlier received a call from the company that stated his interview was successful. However, after several months, he kept waiting for another call from the company regarding the job's specifics. Following an inquiry, Hudson realized that the company had hired another individual instead of him. Therefore he has decided to take action against the company for not hiring him despite calling to confirm that his interview was successful.

Rule

I would advise Hudson not to take legal action against the company. In different companies, there are various hiring procedures that have to be maintained. For example, perhaps in the company, the management board had to review the successful applicants and change Hudson's names at the last moment. Additionally,

Hudson never engaged in a formal oral or written contract with the company that would be binding in court.

Analysis

The only way that Hudson would benefit is by talking to the organization and inquiring why he was not hired. He would then look for a different position within the organization he qualifies for. We should also understand that the company has the right to change the winner's name and terms before a formal name is developed; therefore, Hudson does not have many rights at the moment and would not be awarded any benefits due to the damage caused by the telephone calls.

Conclusion

In conclusion, we have understood that Hudson has no options other than looking for a new job or calling to inquire whether he can get another position. However, in future, he should consider getting a letter of offer which may serve as binding evidence in court. Upon receiving a call in future, he should also consult whether the employment is clear to prevent revokes.

Q2

The case name is Bedward Blocks Ltd V insurance company, under generic state law is the sole proprietor of the company and insured the assets to ensure that in case a risk occurred he would be compensated in full. Therefore the case is admissible in court for compensation since there is a written contract.

Issue

According to 15 US Code § 6701, ² a transfer of insurance information to an unaffiliated insurer in connection with transferring insurance in force on existing

insureds of the depository institution. ⁴ U.S.C. Title 15 - COMMERCE AND TRADE.

(n.d.). For this part, we have the issue of Mr. John Bedward, a sole proprietor who has owned a block factory since college. He later transformed the company into a limited liability firm and took insurance coverage to protect its assets. After he retired and appointed the nephew as the managing director, there was a fire that destroyed the property. The insurance company has decided not to pay Mr. John Bedward while his nephew will not be helping him to claim.

Rule

I believe Mr. John Bedward has the right to be paid for the losses. This is because despite being retired and not running the company directly like he used to. The losses affect him directly; additionally, he ensured all the company's assets are insured; therefore, the insurance covers him whether he manages the firm or not. Therefore he has i

Analysis

In this incident, whether the nephew helps in pursuing the claims or not, Mr. John Bedward is the victim. This is because the nephew is just a manager while he remains the sole owner of the company despite being limited. Additionally, during the insurance, the contract stated that in case any damage was done, the payments would be made directly to him. Therefore by failing to pay, ³ the insurance company has broken the contract; therefore, he should file a claim.

Conclusion

In conclusion, I feel that ³ the insurance company here has broken the contract since it has failed to pay John as earlier agreed. The only reason why the company should fail

to pay John is if there was a fraud committed by being directly involved with the fire.

However, it has not been mentioned, meaning John is the victim that requires justice.

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