

What is sole and absolute discretion?

Sole and absolute discretion is essentially a sole discretion right where the term "absolute" is intended to bring an additional layer of precision on the nature of the right granted. Saying "sole" discretion suggests that only one party can exercise that discretion.

What does sole discretion mean in a contract?

The phrases sole discretion, in its sole discretion or at its sole discretion are used in contracts to define the manner a party may decide certain aspects of the contract, exercise an option or make a decision and the legal consequences that will follow from the decision of one party. For example:

What is the sole discretion of the company?

The Company's decisions regarding the Record Date, Distribution Date, and all terms of the Distribution, including the form, structure, and terms of any transactions and/or offerings to effect the Distribution and the timing of and conditions to the consummation thereof, are in the sole and absolute discretion of the Company. (Sole Discretion of Company)

What is a sole discretion clause?

The sole discretion clause or the sole and absolute discretion clause is a contractual provision granting a party complete latitude in deciding on certain contractual elements or having the ability to make certain decisions or exercise certain rights. For example:

What is the difference between sole discretion and reasonable discretion?

The sole discretion rights involve a party making a decision primarily based on its own assessment and driven by its own evaluation of the circumstances. A reasonable discretion is when a party is given the right to exercise a discretion but "reasonable" in light of the factual circumstances for both parties.

Who has sole discretion over a company's budget?

A CEO has sole discretion over the company's budget and can decide how to allocate funds. A landlord has sole discretion over whether to renew a tenant's lease or not. A judge has judicial discretion to decide on a fair sentence for a defendant based on the circumstances of the case.

SOLE DISCRETION OF THE COMPANY MEANING



When this is the intended meaning, the contract should provide additional context clarifying that the owner has sole discretion to determine the issue and the contractor has no right to recourse or challenge. Sometimes, the context of the surrounding language will clarify which type of meaning is being given.



Business discretion: IF: This Agreement commits a decision, determination, or action to a person's business discretion; THEN: That decision, determination, or action may be taken in the person's sole and unfettered discretion, for any lawful reason or no reason, with a mind solely to the person's own lawful interests and not those of any



cise sole discretion under the contract. ELBT Realty First, in ELBT Realty, the parties entered into a contract for the sale of a commercial building that permitted the purchaser to terminate the agree-ment in "its sole discretion" and for "any reason whatsoever." When the pur - chaser exercised its termination right

SOLE DISCRETION OF THE COMPANY MEANING



If it is a company then the meaning "at its sole discretion" means exactly that. Some countries have minimum wages and conditions written into law, and it is only in matters, outside these laws, that the company would be able to exercise "sole discretion". What ever the company decides, that is what will be implemented. The company, using its



At MSCD 3.168???.196 and in this article, I discuss why the phrase at its sole discretion and its variants are pernicious. That's because the unfettered discretion that it seems to suggest can fall foul of the implied duty of good faith. Peter A. Mahler (@PeterMahlerEsq) of the law firm Farrell Fritz offers in this post on his New York Business Divorce blog another ???



It is now clear that where a party has a contractual discretion, the Courts will imply a term into that contract requiring the relevant party to exercise its discretion in a way which is not irrational, capricious or arbitrary in a public law sense (ie similar to the Wednesbury unreasonableness threshold).

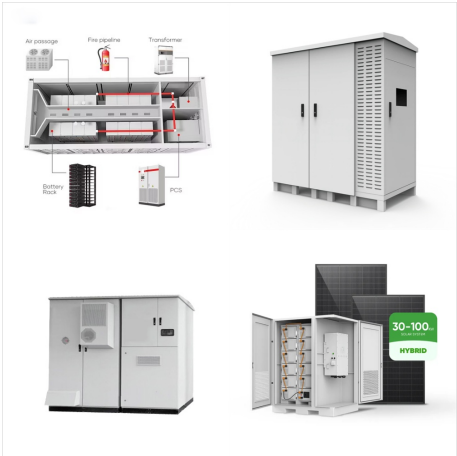
SOLE DISCRETION OF THE COMPANY MEANING



In business settings, you may encounter the phrase "at your discretion" quite often. This phrase is commonly used in a professional context and has a specific meaning that can impact the decision-making process. Understanding this term is essential for making informed choices that align with the expectations of the workplace. What Does At Your Discretion



???,???????????????? 1/4 ????????????????? 1/4 ? 1/4
?,? 1/4 ?? 1/4 ?? 1/4
?,?????????<<????????????????<<,in one's sole
discretion???????????????? 3/4 ???????
???????????,????????????????,??????????(R)??<??????
?,??????(R)??<????????????????????????????????
????????, ? 1/4 ?Sales Agreement? 1/4 ? ???,??<<



Company's Discretion. Employee understands and agrees that Company or its designee will determine, in its sole and absolute discretion, whether and to what extent applications will be filed for patents on any Invention which is the exclusive property of the Company and whether any such application will be abandoned prior to issuance of a patent.

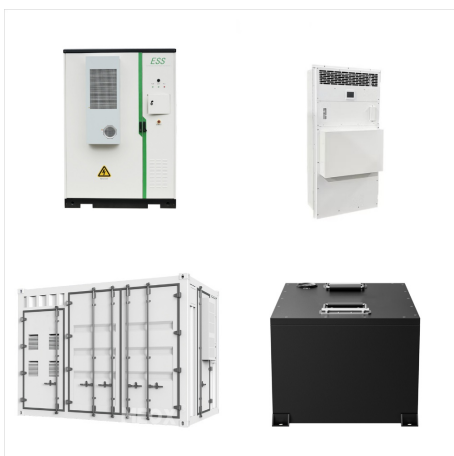
SOLE DISCRETION OF THE COMPANY MEANING



The Company may, in its sole and absolute discretion, terminate the Employee's employment at any time and with immediate effect. If the Company exercises its discretion to terminate the Employee's employment in this way, the Employee shall be entitled to receive payment in lieu of notice ("Payment in Lieu").



Reader Steven Sholk told me about this article on the phrase sole and absolute discretion that appeared last week in the New York Law Journal. It focuses on New York caselaw. Having written an article of my own on the implications of this phrase (available here), I was interested to see what the article had to say. But it doesn't provide much guidance to contract ???



The standard imposed on a lender under financing agreements is dependent on the wording of the contract. Terms of an agreement may (i) be qualified such that a decision is at "the discretion of" or the "sole discretion of" a lender, or (ii) have no qualification, or impose a standard of "reasonableness" on the lender.

SOLE DISCRETION OF THE COMPANY MEANING



in the sole discretion, "", "", at one's sole discretion 1
If such failure continues uncured for a period of thirty (30) calendar days after receipt of written notice of such failure, then such Limited Partner shall be considered in default and may, in the sole discretion of the General

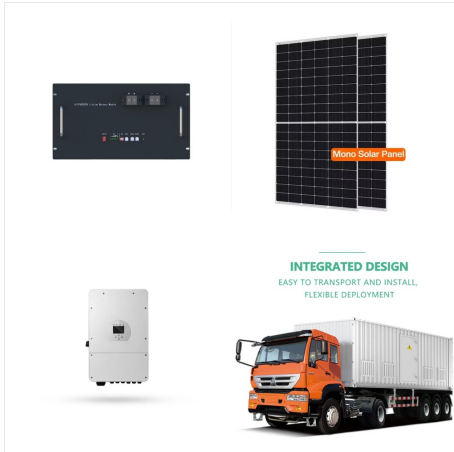


In contracts and business, you may come across the phrase "absolute discretion", "sole and absolute discretion", or "in its sole and absolute discretion". In this post, have defined the meaning of absolute discretion . Now that you know what absolute discretion means in legal terms, good luck with your research!



Managers of Delaware limited liability companies should take note that "sole discretion," without further language, does not necessarily mean unfettered discretion. The courts therefore might scrutinize a sale process that does not maximize the sale price even in the absence of fiduciary duties, albeit at some level short of the enhanced

SOLE DISCRETION OF THE COMPANY MEANING



Company Discretion. The Purchaser understands and agrees that the Company in its sole discretion reserves the right to accept or reject this or any other subscription for Shares, in whole or in part, notwithstanding prior receipt by the Purchaser of notice of acceptance of this subscription. The Company shall have no obligation hereunder until the Company shall ???



Parties need to be alive to the restrictions that it places on any discretion afforded to them under a contract. Given that there is, in our view, some uncertainty about what amounts to a contractual discretion, parties should assume that any contractual right to make an assessment or decision from a range of options will be subject to this duty.



Service Sector Product Professional Company Office Professionals; Insights. Insight by area of expertise absolute discretion for the buyer to decide whether a condition in planning permission is onerous does not necessarily mean that the buyer, effectively, has the power to pull out of the acquisition on a whim in changed market conditions

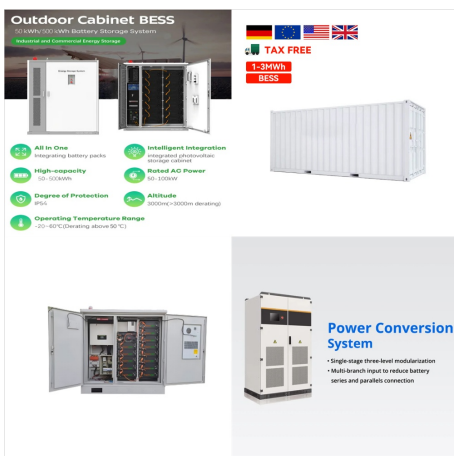
SOLE DISCRETION OF THE COMPANY MEANING



I think the use of "in" here reflects that it falls within their discretion whereas "at" would mean that it is left to their discretion. I take the latter to mean that in ambiguity they make a judgment whereas the former means that they perhaps provide professional ???



SOLE DISCRETION | ?????? Staff travel has always been a noncontractual benefit granted at the sole discretion of the company. Times, Sunday Times (2009) Retail pricing is at the sole discretion of the retailer and the final price the consumer pays for our products is set by individual retailers.

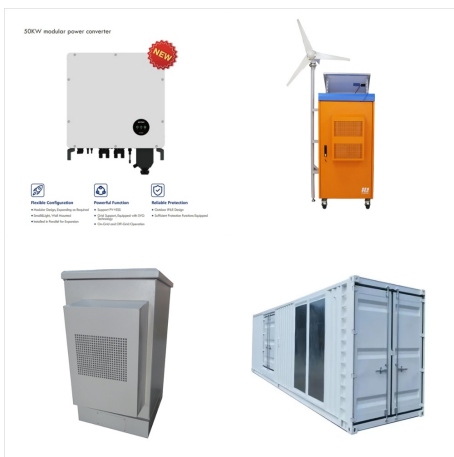


A party's express right to exercise "sole discretion" in exercising a contractual right would appear, on its face, to insulate that party from liability for any and all exercises of that discretion.

SOLE DISCRETION OF THE COMPANY MEANING



The terms "sole discretion" and "absolute discretion" with respect to any determination to be made a Party under this Agreement shall mean the sole and absolute discretion of such Party, without regard to any standard of reasonableness or other standard by which the determination of such Party might be challenged.



SOLE DISCRETION meaning | Definition, pronunciation, translations and examples in American English. TRANSLATOR. LANGUAGE. GAMES. SCHOOLS. BLOG. RESOURCES. More . Staff travel has always been a noncontractual benefit granted at the sole discretion of the company. Times, Sunday Times (2009)



All kinds of discretion. Employment documentation often gives an employer a discretion to make certain decisions. The classic example is the employer's right to determine the size of an employee's bonus. But contracts also give employers a ???

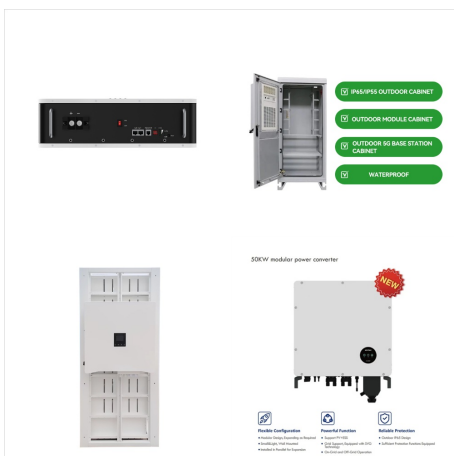
SOLE DISCRETION OF THE COMPANY MEANING



In Abu Dhabi National Tanker Co v Product Star Shipping Ltd (The "Product Star") [1993] 1 Lloyd's LR 397, the discretion in question was the master or owner's ability to refuse to proceed to any port which, in their discretion, was considered as dangerous. Leggatt LJ stated the following principle in relation to the exercise of a contractual discretion:



Many things are said to be at the discretion of an employer. It is common to see phrases like "the Company shall, at its absolute discretion, be entitled to???" in employment contracts or policies. If these words appear, does this mean that the Company has carte blanche to do as it wishes? In the case



What does termination "at the company's sole discretion" mean in a contract? I was reviewing the contract for an internship that I'm considering resigning from. In the termination section, it just says that my internship can be terminated at any time "at the company's sole discretion". Does that mean that only the company can terminate the