

Foodmart, inc.

Law



Foodmart Inc. of Foodmart Inc. Scenario Masterpiece breached its contract with Foodmart Inc. and claiming that a right to delegate the duties is the same a right to subcontract cannot exclude it from liability. The contract specifically required Masterpiece to deliver work of certain quality which as professionals they were supposed to do. Commercial impracticability cannot also stand as a defense for Masterpiece Construction as there was nothing that was beyond their control that happened. On the other hand Foodmart can sue Masterpiece Construction for breach of contract and seek court orders for specific performance or damages for breach of contract.

Scenario 2

Contractual capacity is an important element of a contract. Thus an insane, bankrupt or a person not of legal age cannot make a valid contract. In this case if Jeremy was not of legal age yet, then the contract was invalid and a Smooth Sales Used car has no legal claim for breach of contract. The only remedy for the car seller lies in equity which comes in to cure the hostility of the common law of contract. An equitable remedy would require Jeremy to give back the car and also forfeit the sums paid as he had already used the car. There is no legal remedy for the breach of contract as the lack of capacity makes the contract void. If Jeremy never returned the car out of his own volition then it would be hard for the car seller to claim breach of contract.

Scenario 3

The most important elements of a contract are offer and acceptance. In this scenario the question is whether a contract can be implied on the basis of the promise that Brian made to Harry. The common law doctrine of promissory estoppel operates to imply existence of a contract in this

scenario. Promissory estoppel comes to existence where a person by his word makes a representation which is relied on by the other part to his or her detriment. In such a case the maker of the statement is precluded from denying what he represented. In this case Brian represented to Harry that he would sell the trains to him. Harry acted on this representation to his detriment as he borrowed money from his aunt to build a room for the trains. Thus in this case the doctrine of promissory estoppel operates to preclude Brian from denying the existence of a contract to sell the trains to Harry. The most important element of promissory estoppel is that the other person has to rely on the representation and suffer harm because he acted on the representation. These two requirements have been fulfilled in this case.

Scenario 4

The question here is whether there was a contract between Todd and Foodmart and as such if Todd could sue Foodmart for a breach of contract. In the contemporary world it is now possible to make and conclude transaction by e-commerce via an electronic device. Thus by just a click of a button one is able to make orders and the transaction is done. It is however hard to determine with e-commerce when the contract comes into being. Of course there has to be an offer and acceptance. In this case it can be argued that Foodmart made the offer by placing the same on the internet and by making the order Todd had accepted and from that point a contract existed between the two in which case Todd could sue Foodmart for breach of contract. However this may not be the case as making the order by Todd could be what amount to offer which is open to acceptance and rejection by Foodmart. The problems arising from e-commerce have to be resolved by common law doctrines and there is no position yet.

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References

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