

Contract law: steven v susan

Law



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The legal tussle here is on breach of contract between the buyer and the seller in relation to the Australian Law of Contract. The various legal issues that come into play in this problem are invitation to treat; intention to create legal relations between the buyer and seller; offer; counter offer; consideration; revocation of offer; postal acceptance rule; domestic or family arrangements; breach of contract; and finally the vagueness of terms of offer or contract (Radan, et al., 2009, pp. 8-67).

The classified advertisement was an invitation to treat since it is simply like putting something on display as is in the case of *Carbolic v Carbolic Smoke Ball*. This was simply an intention to create legal relations between the seller and the buyer as seen in *Partridge v Crittendon*. The first scenario presents an offer when Susan advertises the piano for \$8000. Steven accepted the offer through his letter. Susan's shift from \$8000 to \$10,000 could be viewed as a counter offer to the price agreed by Steven as seen in the case of *Hyde v Wrench*. There was no consideration here since this is not given by Steven. This could be illustrated by the case of *Watson v Phipps*. The revocation of offer also plays in this situation. The revocation is made at the time prior to Steven's acceptance of the offer as seen in *Byne v Tienhoven*. The delay of the letter delivery brings about the postal acceptance rule and thus Steven had a right to the piano as could be seen in *Adams v Lindsell*. (Carter, et al., 1996, pp. 56-290)

The new arrangement between Susan and her sister Stephanie could be considered as a domestic or family arrangement seen in the case of *Wakely v Ripley*. The vagueness of terms arises when children care is brought into the scene and one wonders how many times this care will take place (CCH Australia Limited & Latimer, 2009, pp. 18-287). This is because Stephanie is <https://assignbuster.com/contract-law-steven-v-susan/>

to take care of the children on Saturday nights. The number of nights is not specified. The fact that the piano is delivered to Julie under this new arrangement brings to focus breach of contract between Susan and Steven where Susan breaches the contract to Steven.

List of References

Radan Peter, Gooley John, & Gooley John (LLM.) (2009), Principles of Australian Contract Law, LexisNexis Butterworths, pp. 8-67

Carter John W., Harland David J., & Lindgren Kevin E. (1996), Contract law in Australia, Butterworths, pp. 56-290

CCH Australia Limited & Latimer Paul (2009), Australian Business Law, CCH Australia, pp. 18-287

List of relevant cases

Carbolic v Carbolic Smoke Ball

Partridge v Crittendon

Hyde v Wrench

Watson v Phipps

Byne v Tienhoven

Adams v Lindsell

Wakely v Ripley