

The government's promise for the sponsorship essay sample

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The courts presume that the vague or illusory promises are not seen as a valid contract. In the case of *Placer Development Ltd v Commonwealth*, the Commonwealth government sponsored an unspecified amount for Placer Development to import timber into Australia. After the first payment, the government stopped the sponsorship. Therefore, the Placer desired to claim the government for the payment. Had the government's promise for the sponsorship been enforceable? The judges said that the sponsorship was meaningless if there is no specification of the amount and the promise in this case was considered as an illusory promise. Thus, the government's promise had not been implemented.

Advertisements for goods and services are unlikely to be treated as offers since they are usually treated as "invitation to treat". The case is *Partridge v Crittenden*. Partridge was the defendant who published an advertisement on magazine for the sale of bramble finches and hens with £25 per each. He was charged with unlawfully offering wild birds for sales. Was the advertisement interpreted as an offer for sales or an invitation to treat? According to the courts, the advertisement cannot be constituted an offer for sale; however, they viewed it as an invitation to treat. This is because the advertisement is suitable for who are fascinated by the wild birds.

An offer can be constituted when it makes to a particular person or the entire universe. *Carlill v Carbolic Smoke Ball Co* is the case. The product 'smoke ball' was made from some certain chemicals to prevent the epidemic. To advertise their product, the Carbolic Smoke Ball Company paid £100 for anyone who used the medicine and followed the instruction but still got the influenza. Although Carlill bought the medicine and then used them as
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instruction, she still caught the influenza. Was the condition in the advertisement legally established an acceptance of offer? The courts adjudicated that this advertisement was a legally offer since it targeted to specific person who can adopt the offer.

The telex communication refers to the instantaneous communication which is effective when and where the message is received. In the case of *Brinkibon Ltd v Stalwharenhandelsgesellschaft*, the offeror was Brinkibon sued the offeree was Stahag due to the breach of contract. So as to purchase steel from Stahag, Brinkibon telexed an acceptance of a contract offer to Stahag. Brinkibon claimed for the damages in contract in England but Stahag denied because they were not under British Jurisdiction. Could offeree claim for the breach of contract in England? The judges adjudicated that the acceptance was only effective where telexes was received in Stahag as telexes were sent by Brinkibon to Stahag.

The courts said that the letter of acceptance is only effective when it is posted. *Henthorn v Fraser* is the case. Mr. Henthorn and Mr. Fraser had negotiated the purchase price of the house. The defendant sold the house with £750 and allowed 14 days for Henthorn to accept the offer. Mr. Fraser revoked offer before acceptance was received. Was the contract cancelled before acceptance occurred? The acceptance had been sent by before the defendant withdrew the contract; therefore, the tribunal said that the offer by post is legally effective.