

Free theory to practice case scenario: big time toymaker article review sample

[Law](#), [Evidence](#)



1. At what point, if ever, did the parties have a contract?

Big Time Toymaker and Chou had a contract; evidence available is in the email communication and the sent fax. 2. What facts may weigh in favor of or against Chou in terms of the parties' objective intent to contract? Chou failed to draft the contract that would memorialize their agreement within the agreed time. This can be as evidence against their willingness to incorporate.

Evidence supporting their contract can be got from the email communication between the two parties. Secondly, the sent fax by Chou is evidence that surely there was an agreement was not being honored by BTT.

3. Does the fact that the parties were communicating by e-mail have any impact on your analysis in Questions 1 and 2 (above)?

Yes. Emails can be printed and used in a court of law to act as evidence. However, though the term contract does not appear anywhere in the e-mails, the court may decide to treat the case and give a reformation order for BTT to compensate Chou for the breach of contract.

4. What role does the statute of frauds play in this contract?

In this contract, the statute of frauds will aid the BTT to win and escape any remedies. This is because the contract was not memorialized. Secondly, the responsibility of drafting the contract agreement was given to Chou. These exonerate BTT from blame of any kind in this contract.

5. (a) Could BTT avoid this contract under the doctrine of mistake? Explain.

No really. Email was sent from former BTT manager who was acting on behalf of the company. Secondly, the final email that was used to terminate the supply can also be used against BTT to prove that truly there was a deal.

(b) Would either party have any other defenses that would allow the contract to be avoided?

Yes. BTT could argue that the contract was not successfully reached by the end of 90 days ultimatum. So it was moving swiftly to end unofficial supplies.

Also, Chou can opt for restitution as a remedy. This is because he was in the process of fulfilling the contract for a month when the distress email terminating their contract was sent. 6. Assuming, arguing, that this e-mail does constitute an agreement, what consideration supports this agreement? Assuming that emails are not part of the agreement, then Chou will be advantaged. There will be no evidence of omission of the term 'contract' and no evidence of termination of the contract. However, there will be a fax to prove that there was a contact and BBT may be ordered to pay for compensatory damages.

BIBLIOGRAPHY

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