

Critical thinking on contracts

[Law](#), [Criminal Justice](#)



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Introduction

In common law, a contract is an agreement, which has a lawful purpose or objects, which are entered voluntarily by two or more parties. Presumed parties should express the intention to be legally bound unless the parties state of expression mentions otherwise. A contract can be valid or enforceable when the parties who are voluntarily willing to enter to a legal obligation under the agreed terms and conditions observe all the elements of the contract.

In the case of Burt and Betty, all parties had known that the business Burt was running was illegal, but they went forward to sign a contract. The agreement between Burt and Betty requiring Betty to protect Burt's business of selling stolen goods from closure was illegal and therefore, the court will consider such a contract void or unenforceable. The court will look into the legality of the business when delivering civil charges where Burt is suing the defendant Betty, a police officer, to recover payments made to her. The law states that, contracts for illegal substances or those designed to commit illegal actions are unenforceable (Kronman, Anthony, Posner & Richard, 1979). From this statement, Burt will not recover the payment because the

contract between him and Betty is illegal and therefore unenforceable.

- Who owes whom?

In this case, Jack has an obligation to pay Jill \$. 100, which is the contract they entered before the third party, Brad came. In most cases, third parties do not have rights under the contract unless the third party is a beneficiary or delegate (Adelson & Robert, 1985). Brad is not a delegate in the contract between Jack and Jill because Jack was not aware of arrangements between Brad and Jill. Jack will not successfully sue Brad for not paying him because the terms of the contract between Brad and Jill are uncertain or incomplete. In addition, when Jill was giving Brad the \$. 100, Jack was not informed about the delegation of contractual obligation to Brad. However, Jill can sue Brad for obtaining money from him under false pretense that he will pay Jack.

- Making key distinctions of enforceable and unenforceable contracts

An enforceable contract is a legal agreement between two parties, which is not restricted by any laws. The parties that agree to the legal contract are bound by law and, therefore, have obligations to fulfill what they agreed on based on the terms and conditions of the contract (Fried & Charles, 1981). Eagle properties made an offer to Floyd on the basis of “ take it or leave it” without influencing or forcing him to accept the terms of the contract. If Boyd agrees to accept the offer from Eagle properties, then the contract will be enforceable. The contract between eagle properties and Boyd will be termed as an agreement with a lawful objective entered voluntarily by both parties with the intention to create a legal obligation between them. In this case, Boyd and Eagle Properties fulfilled all the elements of an enforceable contract. The elements include the offer by Eagle Properties to sell land to

Boyd, who voluntarily accepts the offer. Furthermore, Boyd and Eagle Properties are “competent persons” with legal capacity, and who are considering creating a legal mutual obligation.

Conclusion

A contract is performed when all parties perform their duties as required; the party, which fails to perform the contract as stated by terms and condition, will have breached the contract. The party, which breaches the contract, will have to pay compensation to the other party in the form of damages.

References

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- Fried & Charles (1981). *Contract as Promise: A Theory of Contractual Obligation*: Cambridge, MA. Harvard University Press.
- Adelson & Robert S. (1985). Note. Third Party Beneficiary and Implied Right of Action Analysis: The Fiction of One Governmental Intent’.