

Week four individual case scenario



By studying the situation, I don't believe the 2 sides concerned ever had a deal. In the situation, the sides reached a deal just 3 days ahead of the conclusion of a 90-day time frame set in the initial negotiation deal. In the initial negotiation deal, it says that there would be no distribution agreement until it was on paper. As soon as the BTT manager posted the e-mail to Chou, he described the conditions of a distribution contract; however it doesn't make the email an agreement as neither side inked it. Just a verbal deal was reached. With no legally binding draft and the signature of both sides present, no agreement existed.

BTT had paid out Chou \$25, 000 for the unique negotiation legal rights to his board game, and this element would cause Chou to think they were interested in arriving at a deal on a distribution agreement. It is a fact which would weigh in support of Chou. But, both sides just made a verbal deal, and not a written agreement to demonstrate this fact. As the agreement wasn't drawn up during the initial 90-day interval, the new administration wasn't responsible to distribute the board game, and hence, had every reason to move Chou away rather than honoring the verbal agreement.

The truth that both sides were interacting by email didn't have an effect on my research into the case. E-mail is actually a type of electronic interaction, not a penned and signed agreement. While both sides might have conveyed their intention and conditions of the agreement, they never printed and inked any type of a written deal. This element makes all the variation with regards to enforceable agreements. What BTT and a Chou had wasn't a binding or enforceable agreement.

Under the UCC, the statute of frauds relates to an agreement for the sales of items more than \$500. The discussions between BTT and Chou were really more than \$500; therefore the statute of frauds would apply here. Under UCC rules, usually under common law agreements, the statute of frauds applies whenever a deal can't be achieved in one year's period. Under these types of conditions, the statute would apply. But, there's one factor necessary to satisfy this condition, and that's the signature of the side in the agreement. Although some legal courts have determined that an email can pass by like a signed writing in case the name of the side is included at the conclusion of the email, it's not clear in this case if Chou ever replied to the email declaring he agreed with the conditions, and left his name on paper too.

BTT wouldn't be in a position to avoid this agreement under the doctrine of error. An error is described under contract legislation like the perception which is not in accord with the details. A "mistake" wasn't described anywhere in this case. BTT only has one proper protection, and which would be that no agreement was ever accomplished on paper neither inked by both sides. The truth that no signatures on a deal ever was there would be a protection that Chou certainly not accepted the conditions and terms. On the contrary, Chou might debate that no deal was there as a result of time which had passed between communications of the 2 sides.

The truth that BTT provided a check for \$25,000 for the exclusive settling rights demonstrates that BTT meant to reach an agreement with Chou. Additionally, the 2 sides also arrived at a verbal deal, however verbal deals are difficult to enforce in the court. Lastly, BTT had also sent Chou a

facsimile requesting him to deliver them a draft of a deal for the distribution contracts

Had a deal existed between BTT and Chou, and BTT breached the agreement by not distributing the game; there would be specific methods which could apply in the case, primarily fair methods. Particular performance would need to apply to make BTT meet their assured activities. Chou would also be able to get compensatory harms for his losses. These types of losses might incorporate out-of-pocket expenditure, and even loss of possible profits had BTT honored their part of the agreement.