

Business law discussion #2

Law



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Discussion question Case: Kirtsaeng Vs John Wiley & Sons, Inc. Link: <http://www.scotusblog.com/case-files/cases/kirtsaeng-v-john-wiley-sons-inc/>

The case was first filed in the year 2008 by John Wiley & Sons, Inc. in which they sued Supap Kirtsaeng over the sale of foreign textbooks which were not supposed to be sold in the United States. He was being sued for infringing the copyright of the textbook dealers. However the petition for a WRIT OF HABEAS CORPUS was filed on December 2011. The defendant had established that the books that were being sold by the complainant were very costly and could not be afforded by many students in higher learning institutions. He then resorted to importing some books from his native Thailand through the aid of his relatives.

After the ban was upheld by the Second Circuit Court, a CIRCUIT SPLIT arose and the ruling favored the complainant. The defendant made his appeal to the Supreme Court on grounds that the copyright clause known as FIRST-SALE DOCTRINE that authorized people residing in the United States to resell legal substances was much superior to the one that which required people to obtain the right's of the owners before dealing with their products in the United States. The Supreme Court overturned the decision of the Second Circuit and affirmed that Kirtsaeng was duly protected by the first-sale doctrine. The case is a demonstration of the powers invested in the Supreme Court and its ability to reverse the ruling other courts deemed less superior to its judgment.

Discussion Question 2

The first element which is to make an offer was duly attained when Sam's father wrote him a letter indicating his intention to transfer the Bentley to him. Sam acceptance of the offer unconditionally is a fulfilment of the second <https://assignbuster.com/business-law-discussion-2/>

element of a contract. The third element which is the intention to enter into legal consequences is however lacking which makes the contract not a binding one and this explains why Sam will not be successful in the suit. It follows that there is no consideration in the contract which violates the fourth and final element of a binding contract. Promissory Estoppel which can be applied as a substitute to consideration may act in favor of Sam in an event that there was no legally binding contract between him and his father. This is in line with one of the elements which considers refusal of Sam's father to transfer the Bentley to him as an act of injustice.

Discussion Question 3: Sources of Contract Law

In the case of Lucy, the body of contract law that will be applied by the court is that of voidable contract in which the contract is enforceable at the option of one of the parties involved. In this case, Lucy who was the aggrieved party had the option to either accept or rescind the contract prior to its inception (Beatty, 121). Under such contract, there exists a legal effect as well as force at the time when it is made but it can be rescinded by the court of law.

Work Cited

Beatty, Jeffrey F, Susan S. Samuelson, and Dean Bredeson. Business Law and the Legal Environment. Mason, Ohio: South-Western Cengage Learning, 2013. Print.

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