

# Buyer vs. glory pieces

Business



A definite and seasonable expression of acceptance or a written confirmation which is sent within a reasonable time operates as an acceptance even though it states terms additional to or different from those offered or agreed upon unless acceptance is expressly made conditional on assent to the additional or different terms (Alabama Civil Code, Sec. 7-2-206).

3) Whether or not the written acceptance received by the seller on the 17th is beyond the 15 day period for the buyer to accept the offer of the seller. The law by practice considers the acceptance to have been made on the day that the letter is mailed, which in this case is then 14th of April which is still within the 15 day period in the offer.

Since there is a valid offer to sell and a valid acceptance there arises a valid contract. This contract is enforceable against Glory Pieces as there is the written document attesting to its acceptance of the offer. Hence the Statute of Frauds requirement has been complied with. Therefore, my client hereby demands the specific performance of the obligation of the seller which is to deliver the goods of 500 hand blown crystal goblets from Hungary at the cost of \$50 per goblet.

Jettison Vs Realty Inc.

4) Whether there was a valid offer to buy

There was a valid offer to buy the property owned by Realty Inc. The law on sales states that:

(a) An offer to make a contract shall be construed as inviting acceptance in any manner and by any medium reasonable in the circumstances; (Alabama Civil Code, Sec. 7-2-205).

Here the offer to buy was clearly stated. It included all details pertaining to a valid contract except for consent of the parties: the lawful object which is the <https://assignbuster.com/buyer-vs-glory-pieces/>

office building and the sufficient cause or consideration in the amount of \$225, 000 (California Civil Code Sec. 1550). Since this is an offer to buy, the buyer's consent is clearly manifested by making the said offer. All that is left for a binding contract is the consent of the owner of the property.

5) Whether there was a valid acceptance

The consent of the owner of the building must be made by the 20th of October. The consent of the owner was made in a signed document on October 18, within the period stated in the offer.

6) Whether or not the written acceptance received by the buyer on the 22nd of October is beyond the period acceptance of the offer

The law by practice considers the acceptance to have been made on the day that the letter is mailed, which in this case is the 18th of October. This is still within the period in the offer.

Since there is a valid offer to buy, and a valid acceptance there arises a valid contract of sale. This contract is enforceable against Realty Inc as there is the written document attesting to Realty Inc's acceptance of the offer. The requirement that the contract is in written form to be enforceable has been complied with. My client hereby demands the specific performance of Realty Inc.'s obligation to make a constructive delivery or to deliver the same to the buyer in terms of the construction of the necessary deeds of sale.

Jettison, Inc vs. JetKlean

I have been ordered by my Boss to call JetKlean and agree to the increase in the contract price by JetKlean, hence there is no issue to discuss since he is amenable to the increase.

But if I were called upon to defend my employer, I will insist that JetKlean

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performs the work. I would just insist that there was an original valid and enforceable contract as stated in the facts of the case. JetKlean must perform the work as agreed upon by the parties at the cost of \$8, 000. 00 only.