

Contracts and private issues course work

[Business](#), [Company](#)



The Major or Bigtown comes up with a decision to an ebay advertisement on auctioning of the city to the people. His main goal is not actually to sell the town but to provoke the curiosity of the people to pay a visit to the town. In his mind he thinks that no one would be interested enough to purchase the town but a surging flow of visitors to the town would be noted, therefore an improvement in the tourism industry.

My ultimate job is to advise the Major. For instance giving reference to the case of the Seattle Man, who took the advertisement seriously and computed the seven million required to acquire the harrier jet as it was required by the Pepsi Company. Having met the conditions successfully the company opted to offer him some products which he turned down, and sued it in a court of law. The court defended the company successfully for the advertisement was just but an entertainment and that no man with a sane mind would believably think that Pepsi would offer the Harriet jet. These definitely required the man to enter into terms of agreement with the company, and fulfill the four elements of contract.

There exist four elements of contract; namely agreement, considerations, contractual capacity and lawful object which the man in question should have met to acquire the jet. In agreement the two parties must come into a consensus pertaining the terms written about the contract. Involved members must understand thoroughly the terms and the conditions of the agreement before signing the contract.

Considerations refer to the legal inducement of the contractor the essence of the contract. In most cases money will be the legal consideration. The things involved in the whole contract or

Whatever the contract is meant for is what is referred to as legal considerations. The ability or capacity of the persons involved in a contract to comprehend meaningfully the said, and interpret it successfully is referred to as the contractual capacity. The object or the item that which must not be immoral, against public policy and that which is not illegal is referred to as lawful object.

Whatever was written in the agreements concerning the two parties involved in the contract is absolutely interpreted as it is, without any slight amendments. Actually this is what is referred to as the objective theory of contract. For instance in the case concerning Pepsi advertisement, objective theory of contract was employed by the court to defend their decision. No agreement terms that had been established between the company and the man in question.’ No man of reasonable mind could think that Pepsi can offer the harrier jet.’ the court argued. Therefore it is absolutely vivid that Bigtowns Company cannot be taken to court by the people who have been inspired by the advertisement. There is just an entertainment and there is no truth in the advertisement.

Advertisement should not be considered as an offer because there are laws concerning the same. For instance advertisement should be true and none deceiving should have evidences to back up claims and should not be unfair.

This case is absolutely different from such a unilateral contract formed upon completion of act because the parties involved in this case have to go into agreement before commencement of contract.

In conclusion it's very essential to meet the terms and conditions of agreement before into any contract.

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