

Business law case assignment

[Business](#), [Management](#)



Is Jennings in breach? Explain. Legal environments in business Today legal environment of business is full of agreements between individuals and business. Although oral agreements can be used to constitute a sale contract, but most corporations used formal written contracts when engaging in operations. Contracts also are legally enforceable in a court of business law. To complete or constitute a contract, there must be an offer by one seller to buyer and an acceptance of that offer by the person to whom it was made.

A simple statement of a person's intention or a pronouncement of his willingness to enter into negotiations is not an offer and cannot be accepted as a valid contract. According to the business law constitutes wheeler and Jennings has no formal contract but it is measured as offer. In the eyes of business law Jennings breaches no contract. According to the business law it is an unsolicited or unanswered offer not a contractual agreement between Jennings and wheeler. Wheeler ought to have acted during a lot of timely fashion, however it looks that no contact was created, either way, to specific interest or not.

Fifteen days gone with no word from wheeler thus being the owner of the car Jennings has right to sell the car. In this case, Wheeler is not a careful buyer as common sense tells anybody even slightly interested in car that price is a steal. Sale contract requires acceptance as well as intimation from the buyer in respond to the offer. Wheeler requires to send an intimation letter to the Jennings that " I am agree to purchase" the car but he does not sent any intimation letter. Now wheeler cannot file any suit against Jennings.

For exemplar “ In the case of daily life, if you go to researched area unit displayed and it’s means that you ought to move and select what you need, the contract isn’t completed yet, till you indicated the articles you wants to purchase, the merchant, or somebody on his behalf, accepts that and provide you the article you want to purchase. Now contract is completed. In short a contract requires an offer and an acceptance. Buyer cannot file a suit against seller if he sends no intimation to the buyer in response of unsolicited offer made to him.

Seller being the owner of goods legally, liable to sells the goods to any one before the ate mention in unsolicited offer. But if seller receive intimation of purchase from buyer and then, if he sales goods to other person then buyer can file a suit on him. Conversely if buyer does not purchase the goods or vehicle till due date then seller can file suit against buyer for recovery of loss, he has to bear due to buyer negligence