

# Business law invitation to treat assignment

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



Partridge was prosecuted and convicted for selling illegal birds. The court held that the advertisement was not an offer but merely an invitation to treat. Therefore, he is not guilty of the offence. Pharmaceutical Society of Great Britain vs. Boots Cash Chemicals Ltd It was held that goods on the shelves are an invitation to treat and the offer occurs at the counter, at which point the customer offers to buy a certain good for a certain price and cashier either choose to accept or reject the offer. The pharmaceutical society blame the store for not placing the pharmacist at the shelves but at the cashier. The shop is selling the medication. The rule is that if you want to sell a illegal drug, the shop must sell the medicine under the supervision of pharmacist. The pharmacist should Judge whether the customer can buy the medicine or not. M & J Frozen Food Sad Bad & Nor v Island Sad Bad It was held that bids are offers and the striking of the hammer means acceptance. Than the person bidding Is the offer and the auctioneer Is the offered. Question: Aunt Limb entered Speedometer Supermarket and put the following Item In her trolley: soap, breakfast cereal, shampoo, vegetables and coffee.

Suddenly she shelf when the store manager, who had been observing her said, “ It is too late now to put the goods back. You have already accepted our offer to buy them. ” She called his son to come over to the market and then she paid for them item. Advise Aunt Limb whether there is any contract formed. Guidelines: Issue- Identity whether it is an offer or ITT. Principle- Explain offer, explain ITT, under display of goods, and auction. Conclusion Answer: The issues arises in this case is whether the items placed on the shelf of the supermarket amounted to an offer or invitation to treat.

According to Section 2(a) of the Contracts Act 1960, an offer is a proposal which if accepted by another according to its terms, will create binding contract. An offer is made in the form of a promise to do or to refrain from doing something. In order to become a valid offer, the offer must be define, communicated to the promise and it may be made conditionally or unconditionally. There are statements which are not rapports. We must make a distinction between offer and invitation to treat. Invitation to treat is an offer to negotiate.

Example of situations that can be regarded as invitation to treat are, display of goods in a shop window, auctioneer's bid and advertisements. We should refer to the case of Pharmaceutical Society of Great Britain v Boots Cash Chemists[1952]. The court held in this case that an offer to buy was made by the customer when he picked up the bottle of medicine from the shelf and there was no sale affected until the customer's offer to buy was accepted by the suggested pharmacist at the counter by this acceptance of the price. Fisher v Bell. In conclusion, an offer to buy was made by Aunt Limb when she puts the items inside the trolley and no sales effected until her offer is accepted by the cashier at the cash desk. Once the payment received by the cashier that is when the contract is complete. Therefore the store manager's statement that Aunt Limb already accepted their offer to buy the item by placing the items in the trolley is wrong as the display of items on the shelf of the supermarket is Just an invitation to treat.