

# Business law assignment

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



The issue of this question is whether Samuel willingly entered into a legitimate sale of goods contract with the shop in Orchard Road. Rule of Law The law on this issue is found in the common law and under statute law. In *Preston Corporation SD Bad v Edward Leone (1982)*, an offer was defined as a willingness to be bound by the terms of an agreement. Therefore, it is clearly stated that Samuel is willingly and has agreed to enter into a contract by signing on a receipt unknowingly that there is an additional of \$8, 500 to be paid.

In the case of *Shunting v Lynn (1831)*, n offer cannot be vague, it has to be specific on every terms and conditions. Moreover, a receipt is not a contract. A cash receipt is a “ simple document showing proof of a transaction that is often issued at the time of the completion of a sale” ([www. Weeklies. Org](http://www.Weeklies.Org), 2013, paragraph 1). Thus, no agreement has been made as Samuel misinterpreted the amount as what was offered by Benson Eng earlier.

Under the Rules of Consideration, consideration must move from the promises where the person to whom the promise is made must furnish the consideration. In Samuel case, he agreed to pay \$1 , 500 for two mini ‘ pads as quoted by Benson Eng initially before signing of the receipt. After knowing that there was an additional amount to be paid and was asked for a refund, Samuel was threatened by another salesman, Hedges Nag to make the full payment. Since there was no valid contract and there is a threat to this issue, duress takes place: *Inches Norris v Shack Allele Bin Omar*.

Duress is defined as “ the use of force, false imprisonment or threats (and possibly psychological torture or “ brainwashing” to compel someone to ace

contrary to his or her wishes” (www. Institutionalizing. Com, 2013, paragraph 17). This situation also falls under the act of Undue Influence. It is the “unconsciousness SE of one’s own power or authority over another to obtain a benefit or achieve a purpose by exerting improper pressure”. (Kaplan Singapore, 2013, page 66).

Application of Law The significant fact in the problem is that Samuel agreed to purchase two mini ‘ pads for the price of \$1 , 500 as what was offered by Benson Eng initially. The receipt is nothing but Just a proof of Samuels transaction but knowing that Samuel is a tourist, Benson has taken the opportunity to cheat him to sign on the receipt to act as a Business Law By unruly As what was discussed under the rule of law, we can see that Samuel did enter into he agreement willingly when the price was first quoted.

However, upon being told that he needed to pay an extra \$8, 500, he wanted to back out of the agreement. Samuel could bring the issue to small claims tribunal where they “ deals with resolution of small claims between consumers and suppliers” the Tribunal has the jurisdiction to “ hear claims not exceeding \$10, 000” (Kaplan Singapore, 2013, page 20). In Barton v Armstrong (1976), a threatened to kill B if B did not enter a contract which was wholly unfavorable to B whose facts could be identical to the case of Samuel.

Although B did signed a real contract, it is suggested that the result is the same in both cases. In saying that Samuel was “ interested in buying” the mini ‘ pads, Samuel did not display a will or intention to be bound in contract. The receipt is not a firm indication that Samuel is binned to a

contract with an additional amount of \$8, 500. On top of that, he was threatened by Hedges Nag to pay up the total amount. There was indeed undue influence and so there was no offer accepted.

Conclusion In conclusion, there was no agreement been made as the “ contract” was too vague ND Benson did not explain the terms and conditions of the “ contract”. Therefore, there is a rejection in the offer. Question 2: The issue was whether the school failed to provide a safe working environment and has wrongfully confine Lily. The law of this issue can be found in the law of Torts. It is defined as “ a body of rights, obligations and remedies that is applied by courts in civil proceedings to provide relief for persons who have suffered harm from the wrongful acts of others” (Kaplan Singapore, 2013, page 105).

In Tort of Negligence which generally seen as carelessness, Lily must first prove that he school owed her a duty of care, breached that duty and that damages were suffered as a result of a breach of duty. Affordability The Security Guard only locked the door but did not check if the windows in the school were locked. This was seen as dangerous not only to Lily but to the school children if it was normal school days.

It is reasonably foreseeable that the Security Breach of Duty Thus, the duty of care has been breached as the Security Guard failed to notice the substantial risk of damages to Lily and other people in the school by not checking the school properly: *Belly v Birmingham Waterworks* (1856).

According to the rule of Breach of Duty, “ all members of society have a duty to exercise reasonable care towards others and their property’ (Kaplan

Singapore, 2013, page 108). Contributory Negligence Although, the Security Guard owed Lily a duty of care and has breach it, Lily, should not have climb off the windows ledge.

Lily who suffered from broken legs due to the fall was partly contributed by her own negligence. By climbing off the ledge, it is seen as contributory negligence to cause hurt to herself: *Sayers v Harrow I-CDC (1958)*. The problem in this case is whether the Security Guard has done a proper Job in securing the school compound. In this case, it was stated that the Guard did a final check before locking the school and then left. To ensure, better security, firstly, the school should have 24 hours security guard service.

Lily on the other hand, who was locked in second level should not have voluntarily climb out of the windows which cause her fall and injured herself. In terms of this issue, the school is partially liable for the safety in school as the school were not guard for 24 hours and the Guard did not ensure that all windows were locked. In *Bradford v Robinson Rentals Ltd (1967)*, it was said that ‘defendant loud still be liable notwithstanding that he did not know the extent of harm, as long as he foresaw some type of harm resulting from his action or inaction’.

This should be a similar treatment as to Lily case against the school. Lily may succeed in this case partially as well as the school because the Security Guards did not ensure that all windows and doors were locked before going back and the school should also provide 24 hours surveillance in the school compound to provide better security. Lily could foresee that by climbing out

of the window may cause hurt to herself thus the contributory negligence was established.