

Essay summary of common law assignment

Law



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The issue is it's unclear whether Jessie is making an offer to sell or an offer simply as a gift as they have been friends for 15 years. In order to determine if a valid offer has been made application of the objective test would be applied. Would a reasonable person in these circumstances believe there to be a valid offer and what is the relative importance of the statement to each party?

Jessie's statement made to Ian that he is happy to 'let go' of his car with the wording he has used has the potential to be somewhat ambiguous, Jessie's true intentions are unclear. The statement is not definite and lacks sufficient finality for the statement to be classed as an offer.

Although his wording is uncertain the courts will also look at what context the statement was made and because Ian did state he wanted to 'buy a car for his daughter' then the statement can be argued both ways.

Jessie then invited Ian to his home to look at the car although there is still no conversation about the sale of the car. This offer doesn't have terms that are clear and final and therefore the requirement of a valid offer has not been satisfied. It's important in deciding if valid acceptance has occurred to acknowledge that acceptance must be clear, absolute and identical to the terms in this case Ian in not having full knowledge of the terms has accepted without full knowledge of the offer.

He did not communicate acceptance to the offer Jessie. Ian in his actions of the visit to Jessie's house to look at the car and his daughter taking full possession of the car cannot be seen as valid acceptance as Ian acted in ignorance of the offer. Question 1 B Ian and Jessie at no point stated that

they had any intention to enter into any binding agreement to create legal relations.

The court will apply two tests the commercial presumption and the social and domestic presumption to determine if the parties had intended to create legal relations. The language used by Ian in this case from the first discussion regarding the car, to the discussion regarding the 'Market Value' seemed somewhat of a social nature rather than a commercial arrangement.

Jessie at no point made any indication to Ian regarding a legally binding agreement and he at no point made any suggestion's to Ian that he was selling his car. The court could lean in favor of the social domestic presumption. This was simply an arrangement between friends. No intention to create legal relations have been satisfied. Question: Nan's consideration for the car is too vague and could be seen to be too affected by uncertainty due to there being at no point any talk of a sale or payment.

Ian could not have provided good consideration in this case; it's unclear whether he provided consideration at all because an agreement has not been reached by both parties. A mere discussion between friends on the Market value of the car in question could not be seen as valid consideration. Question ID: There is no valid contract between Jessie and Ian because all elements of a contract have not been satisfied at this stage.

The terms are too ambiguous and unclear to come to a conclusion as to what the terms may have been as Jessie use of wording 'Let go' of the car and further discussions with Ian are not certain. The courts may apply the six rules to help determine whether a contract exists or the certainty of the <https://assignbuster.com/essay-summary-of-common-law-assignment/>

terms if there to be a contract. The terms in this case would be seen as illusory and therefore the court would not enforce or recognize the terms as being a valid contract. 11.

Assuming the courts did find in favor of the commercial presumption and other elements were satisfied the discussion regarding the market value of the car could be seen as a term to pay \$3500 for the Toyota Corolla while Stephanie Nan's daughter takes first possession of the car. Question 2 Bryan can argue on the basis of lack of capacity as a minor and the contract can be void because it's not a contract for necessities. Although he would have to prove that it's a luxury not a necessities and it would be up to the courts to decide given his lifestyle and current circumstances 2.