

Grocery inc. essay



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Grocery, Inc. Paper It has been known for major companies to be in the light of the court for breach of contract. Depending on the stipulation of the contract most companies end up losing, but it is solely based on what the contract states. For example, in the matter of Grocery v.

Masterpiece, (Specific performance, 2008) as a general rule, equity will not order acts that it cannot supervise. In many instances, specific performance is denied where courts would be unduly burdened with the task of supervising the performance.

Supervision is a particular problem in building or repairing contracts because the court lacks the technical expertise, means, or agencies to learn exactly what task the contractor is performing or whether she is performing them properly. There are, however, certain exceptions to this rule. If the plans for the building are clearly defined, or if there has been sufficient partial performance so that supervision of the remainder is not difficult; the court might grant specific performance for its completion.

Masterpiece was quite capable of performing the agreed on stipulations of the contract as well as completion of said tasks within a six month time period.

However, due to masterpiece's unconscionable actions, Grocery Inc. will not be able to open its doors on the desired date. (Mennonite Land Sales Co. Ltd.

V. Friesen, 1921) states " One of the features of coercive remedies such as specific performance and injunctions is that the failure of the defendant to comply results in a form of contempt of court order and gives the plaintiff

access to public enforcement weapons such as fine or imprisonment.

Masterpiece's defense of commercial impracticability is baseless due to it not placing a provision within the contract that would allow the organization to sub-contract to another organization. ' Thus', quoting Ulen and Cooter, ' if parties do not want the cheaper preventer of, or insurer against, to be saddled with the risk of non-performance if that contingency comes to pass, they should say so explicitly.

'(Commercial Impracticability, 2008). Grocery Inc. should prevail in this matter due to the aforementioned sustenance of law; Masterpiece's breach of contract was the result of greed!

In this ongoing discussion, Jeff Fresh, a minor has agreed to purchase an automobile from Smooth Sales Used Cars. Consequently, Jeff does not have the capacity to contract because he is under the age of 18 and is below the statutory age of majority which is called the period of minority.

A contract is an agreement that is enforceable by a court of law or equity. Additionally, a contract is a promise or set of promises for the breach of which the law gives a remedy or the performance of which the law in some way recognizes a duty.

Every contract involves at least two parties; however in this scenario the offeree is a minor and therefore constitutes a voidable contract. Because there are 4 basic requirements to a contract which include the following; agreement, consideration, contracted capacity and lawful object. Minors do not always possess a level of maturity or experience that would afford the opportunity to enter into a contract.

Jeff was within his legal rights to return to Smooth Sales and inform them of his inability to pay.

In addition because he was not of legal age when he signed the contract, the writer considers his request of returning his down payment reasonable since the contract was not valid. Lastly, Smooth Sales should have verified Jeff's age prior to taking his money. In addition, there was another case where a promissory estoppel became a serious law suit for two men by the name of Harry and Tom. Tom who was a train collector promised to sell Harry his collection after he retired from Grocery Inc.

Whether Harry will be able to enforce Tom's gratuitous promise to sell model trains although his promise lacks consideration? Harry will succeed in court on a claim of promissory estoppel because he reasonably relied on Tom's promise to his detriment.

The promise to sell the trains to Harry was merely a gratuitous promise because the offer was lacking the crucial element of consideration. However, because Harry detrimentally relied on Tom's promise by building a 2000 sq. ft room onto his house to make room for the trains, he should be able make a claim of promissory estoppel.