

Business law case



**ASSIGN
BUSTER**

Business Law Case Jennings had a written ment saying that he would sell the Thunderbird. This could be seen as an implied contract or quasi-contract.

First it will be explored what a quasi-contract is. Next it will be discussed if this is the type of contract Jennings and Wheeler had. Third, it will be decided what to do if Jennings is in breach.

“ The term quasi-contract is a more accurate designation of contracts implied in law. Implied contracts are as binding as express contracts. An implied contract depends on substance for its existence; therefore, for an implied contract to arise, there must be some act or conduct of a party...to be bound.” 1

The quasi-contract in this case definitely means that there has been a contract which is implied. Jennings implied through his written letter that he was going to keep the car till October 9th if Wheeler wanted to purchase it. So, most definitely, this met the definition of a quasi-contract. This was most likely definitely the type of contract that Jennings and Wheeler had.

The next question, since we have already established the fact that Jennings and Wheeler had a contract, is whether Jennings was in breach. We know that when someone is in breach of contract, basically they are not fulfilling their contractual obligations.

Jennings had said that he would indeed keep the car until October 9th. Up until and including this date, Wheeler would have been allowed to purchase the car.

However, what Jennings did was sold the car to another individual. He had originally said that the car was Wheeler's if he could come up with \$13, 500 by October 9th.

Jennings defaulted on his implied promise. Jennings's conduct was bound when he sent the letter to Wheeler.

Since Jennings sold the car to another buyer, he was therefore in breach.

When someone is in breach of contract, that means that the other person is legally able to sue them for breach of contract.

This means that Wheeler has the ability to legally sue Jennings on the grounds that he was in breach of contract. It is important to understand that, since Jennings sold the car without Wheeler's permission, and since Jennings had given the first priority to Wheeler, technically he had automatically been in breach.

What is important to remember is that Jennings and Wheeler were in a quasi-contract, which means it was an implied contract. However, implied contracts are no less valid than explicit contracts. It was decided that Jennings was in breach, thus he could legally be sued by Wheeler if Wheeler desired to do so.

REFERENCES

What Are Implied Contracts? Online Encyclopedia.

<http://answers.encyclopedia.com/question/implied-contracts-374930.html>

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