

The current situation
of ron and julie brings
rise to many
important legal
issues...

Law



The most significant of which questions the existence of a contract, and secondly, if so, was this contract enforceable? From these questions it can be inferred that Ron and Julie have a complicated case, and evidently it can be explored from various angles. Therefore, in order to determine Ron and Julie's contractual position, their situation requires discussion through various viewpoints.

Initially it can be argued that Ron and Julie have no contract because there has been no offer. This is because in order for a contract to be binding the offer must be complete. In this case there was no evident offer and acceptance, hence no completion which means that there cannot be any legal obligations. This is supported by the fact that there is no certainty. Without certainty, and more importantly terms, which enforce certainty, it is impossible for the offer to have taken place and moreover for it to be legally binding.

Consequently it can be suggested that it was merely an invitation to treat, as in *Gibson v. Manchester City Council* [1978] 1 WLR 520 (CA) where the plaintiff fills out the appropriate forms for a house he is interested in, but the offer is not complete or certain, and therefore an invitation to treat. It is a pre-contractual agreement. The offer is only made when Ron and Julie win the draw, and choose to accept the prize. In this situation Ron and Julie only believe they have a contract because they are assuming that they will win the draw.

Furthermore, there is a lot of missing information which we require in order to determine Ron and Julie's contractual position. Firstly, because there are

no clear terms, their chance of winning can be questioned. Many others may have entered the competition; hence if there is a contract, would the court pay damages to everybody? There appears to be no time limit on the so-called offer, therefore we can question whether competitions like this were recommended to Ron by Sally beforehand.

This also means that Ron and Sally have no contract regarding the draw, if they entered things recommended by Sally before, because they cannot possibly assume that they would win every time. Although it could be argued that by spending ten minutes answering Sally's questions Ron has provided consideration, therefore he should be entitled to his holiday. However this does not mean that there was intention to create legal relations because as in *Harris v.*

Nickerson (1873) LR 8 QB 286 the defendant argued that by attending an auction in which the item he wished to purchase was withdrawn on the third day, he had provided consideration and therefore there was a breach of contract. This claim was rejected. Similarly it can be argued that, Julie has no contractual agreement with Sally for a vacuum cleaner because, again there is no certainty. The principle is similar to *Craft v. Elder & Johnston Co* 38 NE 2d 416 where the offer was (38 NE 2d 417) 'not an offer made to any specific person but was made to the public generally.

Thereby it would be properly designated as a unilateral offer and not being supported by any consideration could be withdrawn at will and without notice. ' Furthermore it can be argued that there was no contract, like the defendant argued in *Lefkowitz v. Great Minneapolis Surplus Stores Inc* 86

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NW2d 689 (1957) where the defendant refused to sell an advertised fur coat to a gentleman and claimed that the offer was only for women. In Julie's case she was not invited and so was denied the vacuum cleaner.

Finally, it can be suggested that by offering vacuum cleaners to those who got all their answers right, in an informal and friendly situation, there was probably no intent to create legal obligations, hence there was no contract. On the other hand however, it can be argued that Julie did have a contractual agreement with Sally to provide her a vacuum cleaner. It can be suggested that there is a bi-lateral contract because Sally will give Julie a vacuum cleaner if Julie answers all of her questions correctly. Hence there appears to be consideration.

Hence following the rules in Lefkowitz and Carlill, it can be determined that Julie is entitled to a vacuum cleaner, as there appears to be a contract.

Finally, it can be concluded that there is an enforceable contract between Julie and Sally regarding the vacuum cleaner, however the prize draw is more complicated. There is no certainty of terms which means that it cannot be a legally binding contract. It is more likely to be an invitation to treat, a pre-contractual agreement which only becomes a contract if Ron and Julie win. Therefore they have no contractual position regarding the draw.