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- The above case touches on issues to do with services that are unsolicited. From the facts above Debbie really was not in a position to negotiate with Pete or his agents in the ambulance as to whether she will take the first aid or not, due to her unconsciousness. However, it also should be noted that it was in her best interest to receive the first aid because any assumption or inaction would have put her life in danger. By definition, unsolicited goods are products or services provided to someone who did not specifically request or order them.

In situations where a person receives any product through a mail service without ordering then the law allows him or her to dispose of the product as he deems fit without the fear of being bound contractually to the sender. Similarly, if one gets services beyond that which he explicitly requested, then he is not bound to pay for the additional service. In this case the service provider cannot demand pay or seek to undo the service, nor will the acceptance or appreciation of the service an indication of contractual acceptance. Such goods or services will as a matter of law be treated as gifts.

However, the law recognizes a few exceptions to this rule because just as in Debbie's case, some services are of such an essential nature that waiting on acceptance may be foolhardy. Lifesaving medical and veterinary procedures are considered so important that the recipient would be obliged to honor their end of the bargain if the situation demands. Pete's intervention is rightfully within this rubric and any law suit for specific performance against Debbie might succeed. All that he may have to prove is that the said first aid indeed saved her life.

- In the formation of a contract, the steps and facts of the agreement must
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be able to stand the stipulation of the law in order to establish a contractual relation. Generally an offer from one party followed by an acceptance from the other will form an agreement, however, in some cases the offer is made unilaterally, and the offeror, through some form of communication makes a conditional promise to pay for some act. In this case acceptance of the offer and hence agreement will take place when the offeree performs the act in question.

In line with these facts of law, it is apparent that the United States government made a unilateral offer to anyone who could deliver the wanted fugitives to justice. By making such an offer in the interest of justice the United States government has actually made an offer to the whole world and whomever comes forth and delivers on the said fugitives should be awarded the said sum. Jack's relationship with the government on this offer is not contractual as it stands. He cannot claim compensation for injuries sustained in such a pursuit because acceptance of the contract is same as fulfilling its demands fully. In this regard he can only claim contractual obligations from the government if his end of the bargain is fully met. This follows the common law precedence laid in *Carlill v Carbolic Smoke Ball Co.* where a plaintiff acted on a promise from a unilateral offer from the defendant, who later unsuccessfully tried to deny the existence of a contractual relation. And claimed that it was impossible to contract the whole world. A modern example of similar principle is found in the case of *O'Brien v MGN Ltd* where a similar announcement was made with an offer in the *Daily Mirror* for a 'scratch card' competition with a sum of money at stake.

It is important that the terms of the offer must be clear and that the offer is made with an intention that it should be binding. Such a promise coming

from the federal government of the United States should be taken seriously and therefore should Jack deliver the fugitives as directed then the government will be obliged to pay the promised sum of money. On the contrary he cannot claim existence of a contract until and unless he fulfils its request.

- The facts above does show that Dave while placing his ad on the newspaper intended that his Honda Accord be sold for \$9, 000. 00. Pat taking the mistaken ad to be the genuine price for Honda Accord intends to sue for a breach of contract, but can she do this successfully?

If Dave can really prove that there was an error rather than a deliberate attempt to deceive then he will not be legally obligated to accept Pat's offer. He will only be obligated if even after learning of the mistake he still goes ahead and accepts the offer. This was echoed in *Webster v Cecil*, where the plaintiff could not claim mistake after accepting the defendant's offer.

Similarly, *Seixas v Woods* was decided on the same vein. Such a unilateral mistake will rely on a subjective test to establish if the other party was aware of the mistake, and by extension the nature of the mistake. If indeed Dave can establish a fundamental mistake then Pat's acceptance will not make the contract valid, it remains void as there is no conjoining link between the offer and acceptance. The law will proceed with the overwhelming presumption that indeed there was a contract but will still void it if fundamental unilateral mistake informed it.

Following a long tradition of courts enforcing such contracts, it is now acceptance to rescind and the courts will allow. In *Donovan v RRL Corp*, the Supreme Court of California accepted the Second Restatement's rule on mistakes made unilaterally, if the mistakes were of facts and went to the

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core of the contract. The facts of Donovan are similarly close to that of Pat as they have both relied on human error. Similarly, in the English case of Hartog v Colin and Shields the plaintiffs attempted to enforce a contract on the basis of the defendant's mistake because it was financially advantageous to them. It was held that the plaintiffs could not because they must have known the mistake when they accepted the offer. In the same vein, Pat's suit against Dave may be ruled in the latter's favor.

- In the pursuit of an agreement that will lead to a contractual obligations, it is mandatory that an offer be followed by an acceptance that is a "mirror image" of the former. An offer is therefore a display of willingness to be legally bound by the specified terms if accepted. The offer ordinarily has to be made in way that would lead a promisee to believe that acceptance is sought from him, and if he does accept then an enforceable contract is created. The position of the offeror is sacrosanct with regard to his offer to the offeree, and he has the right to withdraw his offer any time before it is accepted. The maxim "master of his offer" is used to demonstrate this position held by the offeror.

Drew in this scenario is the offeror who intends to sell his merchandise to Paula. Having stated that the offer is open until the end of 15 days, and he does not making a commitment to the Paula not to withdraw within this time; he will still be allowed to withdraw his offer anytime. This basically means that only a separate consideration to Paula not to withdraw will compel him to honor the initial agreement. In view of the facts above, it is clear that Drew made an offer that Paula had clear intent to accept, however, the rule of postal communication states that the date of revocation will be that day that the communication is received.

Works Cited

Barnes, A. James, Terry M. Dworkin and Eric Richards. Law Business. New York: McGraw-Hill Education, 2011.