Common Law Assignment

Students’ Name

Institution

Date

**Introduction**

The law of contract is a common English law, which is used to determine cases, which touch on the business deals. It is regarded as binding when there are terms, offer and acceptance. A binding agreement is a written legal document entered between two entities, in which courts can be imposed (Hawkins, 2012). Legal agreement should be written based on the agreement of the two parties. And therefore, in agreement there must be a document to support the terms of agreement and signed by the parties involved. However, part of the contract is fully applied once a party has agreed to work under the condition. It is therefore, means that abiding agreement exists when parties have showed willingness to create an agreement and therefore, there was abiding agreement between Julie and Simon. This paper, therefore, provides illustration of various cases, which exist in the law of contract and mostly guiding business or in the business law. It analyses the cases of Julie and Simon, Peter and Julie, Tina and Julie and Michael and Julie to determine whether there was abiding agreement or not.

**Simon vs. Julie**

It is important to note that Julie and Simon had showed willingness to create legal relation between them. They have discussed terms and conditions of their working relationship and only signing the agreement remained. The two parties had also indicated that there was an obligation and the offer had been made and accepted by both parties. And therefore, there was an agreement between Simon and Julie and the fact that Simon sent a text on February, act as a confirmation. The law of contracts therefore, forces Julie to abide by the agreement and deliver services to Simon. As stated by Hawkins (2010) in law of contract there must be an offered and acceptance of the offer. For instance, the case of Lalman Shukla v. Gauri Dutt, Lalman had sued his boss Gauri Dutt for the claim of the reward for getting the Guari Dutts’ son who abscond school. In this case, Lalman was not aware of the missing boy and had left to look for the boy and therefore, by bringing the boy home he did not qualify for the reward. This case restates that in law of contract the two parties must be aware of the terms of agreement. The judge ruled in favor of the defendant and therefore, the plaintiff was not given the reward. It means that the contract is only binding when it involves two parties present at the discussion. It is evident that the plaintiff was not present when the defendant was making the pronouncement and therefore, there was not agreement between him and the defendant. However, since Simon and Julie had had a discussion and the agreed on terms of working, the two had abiding agreement and therefore, Julie is forced by the law to work for Simon on February 4th as early discussed and agreed.

**Julie vs. Peter**

However, in the case of Julie and Peter there is no abiding agreement. First, Julie did not confirm she will be helping. She only indicated that she will be willing, which is a confirmation and therefore, it is not abiding. In abiding agreement there must be terms and condition accepted to both parties, which are agreed and therefore, in the case of Julie and Peter the offer was not properly communicated and therefore, there was no binding agreement. According to Lewellyn (2015), the law of contract requires that an offered should be communicated to the party involved and accepted. This did not happen between Peter and Julie and it seems Julie was only willing to volunteer, which was tagged on several factors. And the fact that she realized her double booking, it was not illegal to participant help Peter. For instance, in the case of Felthouse v. Bindley, the judge rules that Bindley failed to communicate the acceptance of the offer to Felthouse and therefore, the agreement was not binding (LEWELLYN, 2010). The offer was not communicated to the offeror. The offoror cannot also impose duties to the offeree and therefore, in the case of Peter and Julie there was no proper communication of the offer to the Peter and there was no acceptance of the offered from Peter and therefore, it is Impossible for any party to claim of any the existence of agreement. Therefore, there was no agreement between Peter and Julie regarding the intended work.

**Tina vs. Julie**

It is evident that there us a new agreement between Tina and Julie. Based on the conversation, Tina does not have money and therefore, she suggested giving Julie business so to pay for the loan. In the case of Julie and Tina, there are terms of agreement and the two parties discussed the concept. The offer was given by Tina and Julie accepted and therefore, there is a new agreement between Tina and Julie. As stated by Konishi (2012), in law of contract the offer must be communicated and the offeree must accept the offer from offeror for the contract to be binding. In the case of Tina vs. Julie, Tina is the offeror and Julie is the offeree and since Julie confirmed that she agreed with the offer it is now clear that Tina has cleared any debts own to Julie by giving her business contract. For instance, in the case of Carlill vs. Carbolic Smoke Ball, the statement made by Carllil was treated as agreement and therefore, the judge ruled against him (Konishi, 2012). The law of contract takes in consideration the statement made and any statement is treated as part of the agreement and if accepted by either the party it become binding. And therefore, the fact that Tina stated that she is willing to give Julie business contract means that the business deal was reached. The terms were stated and both parties accepted the agreement and therefore, Julie and Tina have a new agreement and through the new agreement Tina had settled the debts she owed Julie. The defender in this case Wrench took time to consider the offer and by the time the plaintiff cannot claim of the existence of offer based on the duration the defendant took before communicating.

**Julie vs. Michael**

Julie and Michael did not have any agreement and claiming of agreement is baseless and not binding according to the law of contract. Although Julie and Michael discussed the business opportunity and modality of working together, the two did not sign any legal document, which could bind them. Michael failed to fill the document online or draft agreement as agreed in the previous communication and he failed to do so. This means that the offer to the offerror was not accepted by the offeree. Julie’s offer was not accepted by Michael because there is no evidence of acceptance being communicated to Julie. It is therefore, not proper for Julie or any other person to claim that Michael should pay for the agreement. For instance, in the case of Hyde v Wrench, the judge ruled that Wrench had no obligation to purchase the farm from Hyde. Hyde offered to sell a farm to Wrench at a specific value. The two discussed and negotiated to a certain point but Wrench left and promised to contact Hyde later he never called back. In this case, the case was ruled that there was no agreement because Wrench did no communicate the acceptance of the offer. It is the same scenario, in the case of Julie and Michael and therefore, it would be difficult to claim that Michael had agreed and had to fulfill his side of the agreement (Reeves, Little, & Armand, 2015). According to Reeves, Little and Armand (2015), in the law of contract being interest is not considered as a confirmation of agreement. And therefore, the fact that Michael pointed that they are still interested does not confirm that they will hire their services.

**Summary**

The cases of touching on the law of contract I based on the terms of agreement. The agreement is determined based the offer and acceptance from both parties. For the abiding agreement to exist there must be properly communication of terms of agreement, offer and acceptance by both parties. Without these the agreement is regarded as invalid and cannot be enforced by the courts in any jurisdiction. And therefore, the case of Simon and Julie, there was abiding agreement, since there was an offer, terms and acceptance from both parties. In the case of Peter and Julie, there was no binding agreement since the offer did not exist and the acceptance was not communicated effective and the fact that Julie pointed that she will be willing did not confirm her acceptance. However, Tina and Julie had new agreement, which is biding since, Julie accepted the offer from Tina and therefore, it seems Tina does not owned Julie any money or debt and finally there was no agreement between Michael and Julie since Michael did not send the draft agreement or contract. It is clear that he did not accepted the offer to work with Julie and therefore, it is evidence that contract or agreement must involve offer and acceptance for it to be regarding a binding agreement.

# Bibliography

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