Common Law Assignment

[Name of the Writer]

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# Scenario 1

For any legal agreement to be binding, the first thing that must be there is the offer is needed to be made, the counter offer would be there and consequence, the acceptance of the offer should be there. IF one of these elements is missing, then the legal agreement is not going to be binding in this case. Now, the thing that has happened here is that Simon has shared the e-mail and discussed their interest in the road barrier solution that is offered by Ju8lie. The scenario, the date and time all of these things are briefed and then Julie in response to the situation that was drawn by the Simone, let him know what some of the key deliverables are that are needed during the course of this project. Now, the important thing that must be kept in mind here is that during all this scenario, the pricing and quotation has not been agreed upon [[1]](#footnote-1). At the same time, it is clearly stated by Julie that she needs prior time before the activity starts to make sure that she can make all the arrangements that are needed to take care of the complete requirement. On the other hand, Simone looks at all the potential solution providers and after deliberation and research, he reaches a conclusion that none of the business is offering a solution at the lower price. But despite this realization, he is not able to communicate his offer, and furthermore, there is no acceptance of offer by Julie in this case. What it means that the there is no binding legal agreements that exists between both the parties.

# Scenario 2

There is different type of arrangements that are witnessed among parties when the legal agreement is carried out. One of the key provisions of the legal agreement is that what the client is going to be getting in the exchange of the services. On the other hand, there are instances when the arrangement is being made with regards to facilitating a fundraising event or charity where the business might commit its presence. In this case, it is imperative that they carry out some arrangement, but for such an arrangement to be binding, there must be legal agreement in the sense where both parties are bound by it and it goes way beyond facilitating or extending a favor to the business. Keeping this aspect in mind, Julie in this case had promised her participation, but there was no formal agreement and the exchange of service was committed which implied that Julie and her organization had to go there and organize the whole event in terms of the traffic barriers. At the same time, being a business, it is important for them to have this realization that they are always getting something in exchange of the services and if that is not being made possible, then the business is well within their rights to withdraw. The problem in this scenario is that the commitment was being made on the part of the Julie that she would be participating in the event and would take care of the provision of the services. Not only that, the other aspect where she has landed herself into the agreement is due to the fact that how she is going to partake in the event and would receive just end Easter box in return of her service. Due to this commitment that was being made by Julie, it can be implied that the there was a legal agreement in this case and Peter is well within his rights to take Julie into courts of the breach of the contract [[2]](#footnote-2).

# Scenario 3

Whenever there is any payment agreement involved between both the parties, one of the key determinants of such an agreement is that how the payment terms are supposed to be agreed upon. In that agreement, it is clearly implied that what are some of the things that are going to be faced by the client in the event of the no nonpayment. Thing that can be seen in this case is that the legal agreement does not cover the provision that what is going to be happening if there is a case that Tina that how the whole thing is supposed to work out at the given point of time. Not only that, the other aspect that is more important in this regard is to have this absurdity that in case of the nonpayment, what sort of provision is needed to be taken care off. Now, instead of going for the legal course of action, what Julie is doing here is that she is allowing Tina to make sure that she is arranging some alternative payment delivery mechanism where the whole thing is needed to be kept in mind. Now, the key point that must be taken into consideration here is that as Julie has agreed to the proposal that is being made by Tina, and there is agreement between both the parties with regards to how Tania is going to help her land more contracts. The new agreement between Tina and Julie even though is not legally binding though. The reason that such an agreement cannot be legally binding is due to the fact that how just the promise of landing more contracts is not going to help the situation in a manner that the balance payment that Tina owes to Julie still stands and regardless of how this arrangement works out, that outstanding dues are still standing. As a matter of fact, Julie is well within her rights to drag Tina to court for her pending dues [[3]](#footnote-3).

# Scenario 4

One of the key components of the contract law is that how the offer, and the subsequently the acceptance of the offer is needed to be made. In this case, in the given scenario, the interest was there from Michael as far as the how the purchase of the solution was supposed to be carried out. The other thing that was very important with regards to this solution is that how Michael asked in detail about how the project is supposed to work, what is the technology that is needed during the course of the project and how some of the other particulars and details are needed to be worked out. Despite all this, there is no written agreement that was taken care off by Michael. Later, he went on to confirm the dates and the times through voice mail, but as suggested by Julie, nothing could be finalized until he is filling the quotation form that is needed to make sure that the particulars of the contract can be worked out. [[4]](#footnote-4) **Contract law** is the body of **law** that relates to making and enforcing agreements. A **contract** is an **agreement** that a party can turn to a court to enforce. **Contract law** is the area of **law** that governs making **contracts**, carrying them out and fashioning a fair remedy when there's a breach.

Then later Julie contacted him for the second time and even this time around, there is an interest and willingness on the part of Michael, but he has not filled the form. The problem here is that to make sure that the prior arrangements are needed to be made in terms of the arrangement of the special equipment and Julie has still not done that procurement part since no confirmation has been made. Now, it has to be noted that the modus operandi of the whole business of Julie is that they have to take into account the fact that if there is a scenario where the online form is not being filled, then the validity of the contract is up in the air. Despite all the commitments that are made on phone, the argument can be made here is that the legal agreement here is not binding. And thus, Michael cannot be stopped from doing his course of action due to the fact that he has not filled the form during the whole time period and if the Julie had procured the material, then she is going to be probably incurring losses in this regard due to the fact that the nature of the agreement goes to show that there is a valid need to make sure that the binding agreement was needed to be there before procurement was done [[5]](#footnote-5). The contract has to be there before the procurement could be made and that has not been done here in this given scenario.

# Endnotes

1. Lorenzen, Ernest G. "Causa and Consideration in the Law of Contracts." *Yale LJ* 28 (1918): 621.
2. Teubner, Gunther. "Legal irritants: good faith in British law or how unifying law ends up in new divergencies." *The Modern Law Review* 61, no. 1 (1998): 11-32.
3. Evers, Williamson M. "Toward a Reformulation of the Law of Contracts." *Journal of Libertarian Studies* 1, no. 1 (1977): 3-13.
4. Gisler, Michael, Katarina Stanoevska-Slabeva, and Markus Greunz. "Legal Aspects of Electronic Contracts." In *ISDO*. 2000.
5. Carter, John W., David J. Harland, and Kevin Edmund Lindgren. *Contract law in World*. Sydney: Butterworths, 1996.

1. Lorenzen, Ernest G. "Causa and Consideration in the Law of Contracts." Yale LJ 28 (1918): 621. [↑](#footnote-ref-1)
2. Teubner, Gunther. "Legal irritants: good faith in British law or how unifying law ends up in new divergencies." The Modern Law Review 61, no. 1 (1998): 11-32. [↑](#footnote-ref-2)
3. Evers, Williamson M. "Toward a Reformulation of the Law of Contracts." Journal of Libertarian Studies 1, no. 1 (1977): 3-13. [↑](#footnote-ref-3)
4. Gisler, Michael, Katarina Stanoevska-Slabeva, and Markus Greunz. "Legal Aspects of Electronic Contracts." In ISDO. 2000. [↑](#footnote-ref-4)
5. Carter, John W., David J. Harland, and Kevin Edmund Lindgren. Contract law in World. Sydney: Butterworths, 1996. [↑](#footnote-ref-5)