Name

Professor name

Subject

11 August, 2019

Business law

John Harrington Jr. was offered an amount of $5,000 by his father on quitting smoking for one year. When after one year Harrington Jr. claims the reward, his father denies to pay the money. There was no written contract between father and the son so it is difficult for son to prove its legal value. However there was a verbal contract between father and the son. Valid acceptance was made by the Harrington Sr. because a verbal offer wad made to his son. The case can be decided on the basis of conditions of the contract. The contract involved material terms because father promised to pay a certain sum of money. This will allow the court to determine the damages experienced by the plaintiff on breach of the contract by other party. Sent of legally enforceable promise makes a contract valid. There has been offer and acceptance as both parties agreed on the terms. Senior is this ethically obligated to pay $5,000 to Harrington Junior.

The elements of the contract that must be considered for assessing its validity include; serious intent of the offerer, reasonable terms of agreement and communication to the offeree. The present case fulfill all these conditions because the father has defined the terms stating that Harrington Jr. must not smoke for one year. The intent was serious because the father offered a certain sum of money. The contract was communicated in a direct conversation between father and son.

The contract is valid because the offered (Harrington Senior) did not revoked the contract anytime before the decided period of one year. The time condition was specified and the plaintiff (Harrington Jr.) acted according to the contract that makes to valid. This indicates that Senior must may the sum to his son.