Business Law

Student’s Name

Name of Class

Name of Professor

Name of School

City and State

Date

Contents

[Executive summary 3](#_Toc8233826)

[1.0. Business Law: Application of ILAC rule 4](#_Toc8233827)

[1.1. Issues one 4](#_Toc8233828)

[1.2. The rule applied, and Analysis of the rule used 4](#_Toc8233829)

[1.3. Issue two 5](#_Toc8233830)

[1.4. The law applied in point 5](#_Toc8233831)

[1.5. Analysis of case 6](#_Toc8233832)

[1.6. References List 7](#_Toc8233833)

# Executive summary

Generally, the definition of the term offer differs depending on the context where it is used. According to the law, a proposal is a bright present to someone bearing some conditions that allow the offeree to either accept or reject the offer from the offeror. It is a form of legal binding contract the show two or more people have entered into a binding agreement. A valid offer should be able to manifest the right intention to be bound to bring a contract between the two parties. In a situation of a fair offer, both parties can engage in a negotiation should one part feels that the prices of the proposal do not match their capacity. As such, this may institute an invitation to treat, in case an offer to accept offers

# Business Law: Application of ILAC rule

In this case, the main issues cropping is the problem of invitation to treat, accepting an offer, counter-offer, the nature and status of keeping the promise to make the offer remain open, revocation of the postal rule.

## Issues one

In this case, the High Five system advertisement in an invitation to treat. As such, the case of **Partridge v Crittenden** applies and is the authority that determines the fact that are contained in the advertisement which is considered as merely invitation to treat but not an offer. The latter implies that the company only invited potential offered, but that did not mean that an offer had been given to responsible parties. For instances, Rhoda includes his telephone number in the advert for making queries about the sale of Boast Sound system; model BS 100 that company declared for sale (Stein, 2009). As a result, there is no legal binding that can change the invitation into an offer. As such, in the case where Jacob makes a phone call and tells Rhoda that he has accepted the offer is not recognized under that because the advertisement posted was simply an invitation to treat but not an offer to interested parties. Also, Jacob did not pay attentive to Rhoda's explanation about the advert. Therefore, the company owe Jacob no reason because he did not understand the condition stated in the advertisement.

## The rule applied, and Analysis of the law applied

Similarly, Irish also make a call to High Five system but does not speak to any sales representative. He leaves a message which did not reach a targeted person within the time due. In this case, the ruling in the case of **Partridge v Crittenden** does not apply because of no form of negotiation and price offer that was set (Stein, 2009). As such the company cannot be held liable for any damages that Irish will suffer should he fail to acquire the Boast Sound system; model BS 1000. Therefore, in this case, Jacob has no rights to demand any compensation for the breach of contract because: first, no agreement was made between him and the company since the advertisement was just an invitation to treat. Secondly, Jacob did not hear more explanation from Rhoda about the nature and meaning of the advertisement. The latter implies that Jacob has no right to seek any legal action against High Five system or salespersons of the company because he did not understand the conditions of the advertisement.

Similarly, Iris also did not understand the nature and the condition advertisement which made him follow the appropriate rule of law to seek information about the advertisement (Figley, 2011). Also, he did not bother to make follow up to inquire whether the salesperson of the company received his message. In this situation, Irish has chance to seek for legal right to request for compensation for the breach of contract because responding to advert made by the company was not a guarantee that an offer had been offered to him.

## Issue two

Hamid went to High Five System and enquired the advertisement. He gives Rhoda condition on how he can enter into a contract with the company. Rhoda did not respond to his concern and promised to get back to him after making consultation from his boss. The latter implies that no offer had been made to Hamid by the company, but he forwarded his proposal to the company. Later, the after consultation, Rhoda get back to him and notify him that the company cannot accept his offer.

## The rule applied in the issue

In this case, even though Rhoda promised Hamid to give him feedback after consulting her boss, the offer made by Hamid state to be irrelevant and not applicable because no consideration was made. As such, the ruling of the case *Goldsborough Mort & Co Ltd v Quinn* is applicable (Figley, 2011). According to this rule, a legal consideration necessary to make an offer enforceable. Therefore, the suggestion of the Hamid to the company stood to be irrelevant until the management of the company confirm that they are interested in the offer. Unfortunately, the proposal was declined by the administration which means the offers was irrelevant because it lacked a binding consideration. On the other side, Ranbir places an order about those products of the company. Jimmy attends to him and promises to notify about the availability of the required outcomes. Upon confirming, Jimmy allocates for Ranbir ten sets of the product. Later, Ranbir later declines the offer of the company to sell him ten games as he ordered.

## 1.5. Analysis of the case

Typically, parties involved in a proposal are held liable if they fail to honour the promises. However, this is applicable only if there is a well-stated consideration that was made to the agreement between the two parties. But this did not happen which indicates that the offer that was created by Hamid was irrelevant and thus does not meet that requirement of the ruling on the case of *Goldsborough Mort & Co Ltd v Quinn* which gives guidance about issues of consideration in a contract (Williamson, 2014).

On the other hand, Ranbir responding to an advert of the company and proceeds to make an order is an indication that the two parties have made an offer. Upon presenting his offer the management and it is approved implies that a legal consideration is made. As such, revocation of a proposal by Ranbir is possibly not, and thus Ranbir is held liable for breaching the contract entered by the company. In then is the case, the ruling of the evidence of Dickson v Dodds applies.

Conclusively, any advertisement made for the sale of an item by one party is an invitation to treat. It only notifies interested parties about the availability of the product to be sold. Also, for any form offer to be relevant, there must be a consideration that acts as a binding contract between the two parties.

## References List

Behrens, F. and Wloka, M., 2010. How IAF and ILAC manage the recognition of Regional Accreditation Groups: the peer evaluation system of IAF and ILAC for Regional Accreditation Groups. *Accreditation and quality assurance*, *15*(1), pp.57-66.

Feng, W., Greene, J., Vorwerk, K., Pevzner, V. and Kundu, A., 2014, February. Rent's rule-based FPGA is packing for profitability optimization. In *Proceedings of the 2014 ACM/SIGDA international symposium on Field-programmable gate arrays* (pp. 31-34). ACM.

Figley, P., 2011. Teaching Rule Synthesis with Real Cases. *Journal of Legal Education*, *61*(2), pp.245-263.

Lebovits, G., 2010. Cracking the Code to Writing Legal Arguments: From IRAC to CRARC to Combinations in Between.

Stein, R., 2009. The rule of law: what does it mean. *Minn. J. Int'l L.*, *18*, p.293.

Williamson, J.C., 2014. Establishing Rule of Law in Post-War Iraq: Rebuilding the Justice System. *Ga. J. Int'l & Comp. L.*, *33*, p.229.