

Question 2

LAW: 11 points

- 1) Contract is an agreement
- 2) 4 elements ...
- 3) ITT
- 4) Examples....
- 5) Offer definition
- 6) Communication of offer
- 7) Termination of offer
- 8) Acceptance
- 9) Communication of acceptance
- 10) Exception to general rule of receipt of communication of acceptance ie. Postal rule.,
- 11) Electronic Transactions Act.

APPLY: (facts + LAW)

- 3) Jay See's advertisement in the online magazine is an **invitation to treat.**
- 4) The relevant case law is **Partridge v Crittenden.**
- 5) Emil Soh made an **offer** to pay \$88,888 cash for the car.
- 6) The **offer** was **communicated orally.**
- 7) Jay See **terminated** Emil's **offer** by **rejecting** it and requesting potential buyers to post their cheques to him.
- 8) Jay See did not **accept** Emil's **offer**.
- 5) Emil Soh made a fresh **offer** of \$100,000 by posting his cheque to Jay See.
- 6) The **offer** was **communicated in writing.**
- 7) Jay See **terminated** Emil's **offer** by **rejecting** it and returning the cheque.
- 8) Jay See did not **accept** Emil's **offer**.

CONCLUSION.

1. There is no **legally binding contract** with Jay See.