

**Elements of a Contract: Sonya vs CARDWARE Inc.**

Student's Name:

Institutional Affiliation:

Course:

Professor:

Date:

### **Elements of a Contract: Sonya vs CARDWARE Inc.**

A contract as an agreement enforceable by law is valid if the elements of offer, acceptance and consideration are all valid. When Sonya agreed to make the sweaters as specified by Camille the consultant for CARDWARE, she entered into a valid offer agreement. The terms of the offer as set by Camille of CARDWARE were clear, concise and definite (MacMillan & Stone, 2012). Essentially, Sonya's request for Camille to select the yarn she would like for the sweaters made the offer by Camille of CARDWARE clearer. Sonya carefully considered Camille offer with clear instructions about the hats and the sweaters. When Sonya agreed to make the pair of items at \$100 dollars a pair which Camille of CARDWARE accepted, the element of acceptance was signified by both and a promise for delivery was made (MacMillan & Stone, 2012). The fact that the offer and acceptance are by the same people makes the acceptance valid. The acceptance was signified clearly when Camille accepted the price given to her and selected the yarn to be used. When a party to an agreement promises to do something, he must get 'something' in return (MacMillan & Stone, 2012). Sonya in this case has not gotten any consideration from Camille of CARDWARE who refuses to pay for the goods delivered. Executory consideration in this case has not been practiced on the part of Camille of CARDWARE.

Sonya's claim for payment for the goods delivered to CARDWARE shows significant recourse. The contract that Camille and Sonya entered into shows validity in its offer, acceptance and consideration element. The presence of executory consideration in this case is showing a degree of inadequacy. However, the fact that Camille of CARDWARE forgot to pay the 25% deposit in a non-issue. The responsibility to ask for the deposit is Sonya's and is held on Sonya's own discretion in this case. Sonya reserved the right to not ask for the 25% and delivered the

required goods as part of her executory obligation. Camille of CARDWARE is yet to meet her executory consideration in order to balance the contract.

Research shows that the relationship between Sonya and Camille in business has been a long standing one. Further, the executory considerations that each of the part fulfilled in their past dealings show their capacity to enforce and carry out contracts. Most researchers have found that businesses have no written contractual agreements (Macaulay, 1963b). Most of the agreements are verbal between business people. The business people, researchers have found, usually find legal proceedings complicated and time consuming. However, in cases of breach of agreements, business seek legal advice to mediate and mediate the course of the dealings (Macaulay, 1963b). In this case, the relationship between Sonya and Camille would not cause any communication impact. The fact that Sonya has already executed her part of the agreement makes it clear that Camille of CARDWARE is yet to fulfill her consideration for the contract.

Sonya would be successful against CARDWARE Inc. if a breach of contract case was brought forward. Essentially, the contractual elements of offer, acceptance and consideration have all been fulfilled by Sonya. It is left for Camille to provide payment for the goods delivered as done in prior arrangements. Camille of CARDWARE Inc. has breached the contact, not by refusing the goods delivered but by ignoring her executory considerations in the agreement made by Sonya. It should be taken into consideration that under Sonya as the service provider reserves the right to ask and accept the 25% deposit from any of her customers and is not any grounds to consider the contract void. The clarity of the offer made by CARDWARE also gives Sonya grounds to consider that she fulfilled every part of her responsibility and consideration in the contract.

## References

Macaulay, S. (1963b). Non-contractual Relation in Business: A Preliminary Study, *American Sociological Review*, 1963:28, 55-67.

MacMillan, C.& Stone, R. (2012). Elements of the law of contract. London: University of London International Programmes Publications Office.