

UNIT 3

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1.	1. offeror 2. offeree 3. contractual intention 4. invitation to treat 5. auction 6. counter-offer 7. implied acceptance 8. preliminary agreement
2.	reply – reply – answer purpose – purpose – aim accept – acceptance – agree to contain – content – include add – addition – attach limit – limitation – restrict/restrain modify – modification – alter/amend/change reject – rejection – refuse/decline delay – delay – postpone object – object – oppose dispatch – dispatch – send off/post/mail run – run/running – manage/operate occur – occurrence – incur/accrue/arise extend – extension – expand/lengthen deliver – delivery/deliverance – bring/hand over
4.	1. T 2. T 3. F 4. T 5. F 6. ...
5.	1. it is a request for an offer 2. offer is ... while invitation to treat is only a request for an offer 3. The court in Partridge v. Crittenden established that a newspaper advertisement could only be an invitation to treat, since it could not have been intended as an offer to the world, and in Fisher v. Bell it pointed out that a display of goods in a shop window is also an invitation to treat.
6.	1. placing an advertisement asking for bids 2. the party who wants to work done 3. quotation containing a firm price, the data of the bidder / interested contractors 4. interested contractors/bidders 5. as a principle no, unless there is a wording to that effect that the lowest quotation will definitely be accepted 6. the offeror is the party who places the advertisement and the offeree is the one who accepts that offer in accordance with its terms
7.	1. Could you please hand over all the relevant documents of the case? 2. I was wondering if you could draft the tender for the next week. 3. I would appreciate if you could search the database for relevant case law. 4. Could you please give me a call if you have the information? 5. Would you mind informing me about the details of the case? 6. I would be grateful if you could send me an e-mail with the draft contract. 7. I would appreciate if you could write to the client with the news. 8. I was wondering if you could ask the court for an extension to the deadline.
8.	1. to 2. to 3. to 4. in 5. to 6. for 7. from 8. in 9. at 10. on
10.	a. 4. conditional acceptance b. 3. implied acceptance c. 5. material elements d. 1. last shot rule e. 2. mirror image rule

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- 11.** 1. I must strongly object to your argument...
2. ...shows clearly and unequivocally that...
3. ..., I must object.
4. ...we hereby declare that...
5. Let me draw your attention to the fact that...
6. My Client clearly indicated that...
7. Mrs Hamman claims that...
8. ...due to the fact that...
9. By the very act of...
10. It was my Client, who...
11. I must stress again that...
12. ..., namely,...
13. I regret to hear that...
14. As to your allegation, namely...
15. ...therefore she must act in accordance with the agreement ...
16. ...therefore, without specifying it a valid contract cannot be concluded.
17. ... therefore our offer should prevail provided there is a legal dispute.
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- 13.** Amicable solution to the dispute: 2., 4., 6., 7.,
Referring to court action: 1., 3., 5., 7., 8.
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