



## WEEK 33

### ASSIGNMENT PACKET

---

This week we'll look at GENUINE AGREEMENT in a contract. Basically, genuine agreement means that both parties entered into the contract without duress, undue influence, mistake, misrepresentation or fraud. If there was not genuine agreement, the contract may be voidable (backing out of the transaction by returning what was given). The five problems with genuine agreement are:

- **Duress** – when one party to a contract uses an improper threat or act to obtain an expression of agreement. The important issue is the nature of the threat
- **Undue Influence** – when one party to a K is in a position of trust & wrongfully dominates the other
- **Mistake** – when one or both parties are mistaken about facts of K
- **Misrepresentation** – statements that turn out to be untrue may be either innocent or fraudulent misrepresentation ... both of these defenses make the K voidable
- **Fraud** – fraud is based on misrepresentation plus 2 additional elements: intent (they meant to do it) and injury (somebody was injured)

***RESOURCE: BLAW 2 Chapter (on class website) ... specifically, sections 2-4 and 2-5.***

---

There are two projects this week ... (1) use 5 Google Slides to summarize the ways that genuine agreement can be missing in a contract (use the BLAW chapter on the website as a resource); and (2) read and respond to 10 mini case studies. You will definitely need to refer to the BLAW 2 chapter on the class website to help with the work this week!

Please reach out to me with questions!

## PowerPoint/Google Slides Summary: Genuine Agreement

---

Prepare 5 PowerPoint/Google Slides summarizing the situations where genuine agreement may not exist in a contract. Provide an example of each.

Use the BLAW 2 textbook on the class website as a reference!

Email/share the finished presentation.



**Slide 1: Duress**

**Slide 2: Undue Influence**

**Slide 3: Mistakes (Unilateral and Bilateral)**

**Slide 4: Misrepresentation**

**Slide 5: Fraud**



## You're the Judge    Offer, Acceptance, Genuine Agreement

---

*For each of the following cases, put Yes or No to indicate your decision. Then, in your own words, state the legal principle or legal reason that applies to the facts of the case. Your reasons should be two sentences in length.*

---



1. Dusty Ford offered Willy Waxworth \$25 if Willy would polish his car. Willy said nothing but started to work and polished the car. Is there a contract? Yes or No?

Legal Principle:

---

2. Mandy Lifeboats, a sales representative for a boat company, wrote to Anita Bowt offering to sell her a small sailboat for \$600 and agreeing to hold the offer open for one week. Two days later, before Anita made an acceptance, the boat company withdrew its offer. Could the company legally do this? Yes or No?

Legal Principle:

---

3. Mitch Ubishi, a dealer in preowned cars, telephones Al Letchano and offered to sell him a preowned car for \$2000. Al told him that he wanted to think it over and would let him know later. That afternoon, Al sent Mitch a letter by express mail saying that he would buy the car. Did this result in a contract? Yes or No?

Legal Principle:

---

4. Khan Fusing wrote to Ivana Cook offering to sell her the restaurant that Khan owned. Ivana wrote back to Khan accepting the offer; she mailed the letter of acceptance on March 17 at 10:30am and Khan received it on March 18 at 11:00am. Khan had decided to revoke his offer, however, and had mailed a second letter to Ivana on March 16 at 11:00, which stated his decision to revoke. Ivana received this letter on March 17 at 10:00am. Was there a contract? Yes or No?

Legal Principle:

---

5. Milo Minute offered to sell Barbie Dahl his skis for \$100. He wrote to Barbie, saying, "If I do not hear from you in two weeks, I will assume that you accept my offer." If Barbie does not answer, must she pay Milo \$100 for the skis? Yes or No?

Legal Principle:

---

- 
- |  |            |
|--|------------|
| 6. Betty Kant contracted to sell her stereo to Eileen Left. Unknown to either one of them, the stereo had been destroyed in a house fire the night before. Are they bound by the contract? | Yes or No? |
|--|------------|

Legal Principle:

- 
- |  |            |
|--|------------|
| 7. Hugh DeMann was selling a desk that he advertised as being mahogany. The buyer, Emma Lusa, checked the desk before buying it and discovered that it was made of pine. She bought it anyway. Can Emma get out of the contract later on the grounds of fraud? | Yes or No? |
|--|------------|

Legal Principle:

- 
- |  |            |
|--|------------|
| 8. Stu Pidd, thinking that Billy Bling's watch was worth about \$150, agreed to buy it from him for \$75. Billy had said nothing about the value of the watch. Stu later learned that it was worth only \$25. Can Stu get out of the contract? | Yes or No? |
|--|------------|

Legal Principle:

- 
- |  |            |
|--|------------|
| 9. Alotta Dough was forced at gunpoint to sign a paper promising to pay Robin Yew \$1000 one year from that date. Robin sold the paper to a bank for \$900. A year later, the bank demanded that Alotta pay it \$1000. Must she do so? | Yes or No? |
|--|------------|

Legal Principle:

- 
- |  |            |
|--|------------|
| 10. Juan Miacar bought a used car from Freddy Fingers after Freddy told him that he had completely rebuilt the engine about three months earlier. Soon after buying the car, Juan learned that the engine had never been rebuilt and was in poor condition. Can Juan get his money back from Freddy? | Yes or No? |
|--|------------|

Legal Principle:

Does Juan have any other legal remedies in this case? Explain.

---