

LEVEL 5 ASSESSMENT SPECIFICATION

Student name:	LARISSA HEWMINLI BRUNO	Student ID number:	2426308
Programme:	Law portfolio		
Module:	Contract law		
Module code:	BMLW5017	Contribution to Overall Module Assessment (%):	50%
Lecturer:	Laura Knight	Internal Verifier:	Zita Draper
Assignment Title:	Letter of advice on formation of contract	Word count (or equivalent):	2000 words
Submission deadline:	23:59 on Friday 7/3/25	Return date of provisional marks & written feedback:	4/4/25
Submission method:	All written assessments, where practical and possible, must be submitted via Turnitin unless otherwise instructed by the Lecturer. (Please DO NOT put this assessment specification into Turnitin or it will match many similarities with other students' submissions.) Alternative submission method (if applicable): Late submission of the assessment will result in a late penalty mark: Work which is submitted up to 1 week late will be capped at 40% for the first attempt and will be awarded a mark of 0% for re-assessment. Late submission penalties may be lifted only if there is an approved extenuating circumstances claim. Work submitted more than 1 week late will be considered as a non-submission and will not be marked. The work may be considered as a submission for reassessment if offered by an Examining Board or if there is an approved extenuating circumstances claim.		
Academic honesty / referencing:	Academic honesty is required. In the main body of your submission you must give credit to authors on whose research and ideas your work is based. Append to your submission a reference list that indicates the books, articles, etc. that you have used, cited or quoted in order to complete this assessment.		

Dear Mr Smith,

This letter serves to clarify our previously established agreement for the flat rental following your recent notification about withdrawal of the rental offer. Our previous conversation has led me to seek clarification on the legal aspects related to contract formation as well as the effects your decision will have.

A valid contract requires all elements to be present which include an offer and its subsequent acceptance together with consideration as well as intention to create legal relations and contract capacity.

Elements of Contract Formation

OFFER - A party known as the offeror creates a legal obligation through a specific and conclusive proposal to another party known as the offeree (McKendrick, 2012, p. 44). According to 'Partridge v Crittenden' (1968) parties must differentiate this agreement from a simple invitation to treat because it involves genuine offers and not just negotiation requests.

In 'Harvey v Facey' (1893) the plaintiff approached the defendant to buy land at the cheapest possible rate. The court decided that the price declaration from the seller failed to create an offer since it lacked an agreement to sell at that specific price. Neither party reached an agreement because selling prices remained unaccepted by both parties. Therefore no binding contract was developed.

ACCEPTANCE - In the case of 'Hyde v Wrench' (1840), acceptance represents a total agreement with every condition set forth in the offer. A party needs to deliver acceptance to the offeror because any modification of the terms becomes a counteroffer that cancels the original offer (Stone & Devenney, 2015, p. 51).

In 'Felthouse v Bindley' (1862) an uncle attempted to acquire horse property belonging to his nephew through the statement "If I hear no more, I consider the horse mine." Silence from the nephew during this exchange led to the court deciding that inaction does not qualify as acceptance. All acceptances require open

communication because silence alone cannot express agreement unless stated by the offeror that silence from the offeree would be a sufficient response (Elliott & Quinn, 2009, p. 24).

Additionally, the method of acceptance matters. The courts determined through 'Entores Ltd v Miles Far East Corporation' (1955) that offering parties receiving instant messages for contract approvals need an explicit acceptance to validate the deal.

CONSIDERATION - Consideration can be defined as a valuable exchange of elements occurring between both parties in contracts. The exchanged value between parties may benefit one side or harm the other as long as it meets legal requirements (Peel, 2015, p. 423).

According to 'White v Bluett' (1853) courts determined a son's promise to end his complaints to his father would not serve as valid consideration due to its lack of economic or legal standing. According to this case we must understand that valid consideration exists only when it provides enforceable or tangible benefits.

Reviewing the case of 'Ward v Byham' (1956) it was established that a father's promise to pay his child's mother money when she fulfilled the condition of child happiness could be enforced by the court. The judges declared that improved care activities beyond existing legal duties served as valid consideration according to the court.

INTENTION TO CREATE LEGAL RELATIONS - In the case of 'Esso Petroleum v Commissioners of Customs & Excise' (1976) agreements become enforceable only when both parties demonstrate their willingness to have the agreement accepted by law. The law recognizes business contracts as automatically containing legal intent but social agreements need proof of intention to be enforceable (Graw, 2021, p. 124).

The court case 'Jones v Padavatton' (1969) involved a mother who promised financial support for her daughter's law degree. The daughter sought legal action

against the mother for contract breach after the mother revoked her funding support. The court decided that their deal functioned as an informal domestic agreement because no legal purpose existed within their agreement. Family agreements normally remain unenforceable under the law unless parties present clear evidence demonstrating their intention to be bound by these arrangements (Graw, 2021, p. 124).

CAPACITY TO CONTRACT - For a contract to achieve validity it must be endorsed by both parties who possess the legal competencies required for contract making (Bix, 2012, pp. 50-51). People who are minors along with people suffering from mental incapacity and those who have consumed drugs or alcohol may lack capacity for valid agreement (Bix, 2012, pp. 50-51).

Given the circumstances of 'Nash v Inman' (1908) a tailor fought to collect debts from a minor who spent money on luxury clothing but lost their court claim when the court determined the items were not basic needs. Since the fashion attire failed to qualify as "necessaries" for a minor the court decided to declare the contract void.

The Supreme Court determined through 'Imperial Loan Co v Stone' (1892) that contractual agreements created by mentally incapacitated individuals will become void only when the other party was aware of such incapacity.

In 'Matthews v Baxter' (1873) a man who accepted property ownership during a drunken state continued to remain bound by the contract after sobering up. The court made a ruling because the individual validated the agreement through his sober actions thus staying obligated to its terms. The legal enforceability of contracts which involve intoxication depends on proper ratification from both parties (Bix, 2012, pp. 50-51).

At our first meeting you expressed your willingness to rent the flat to me for £500 monthly starting from September 1st 2025. Our written correspondence included the specific details that the rent stands at £500 per month with move-in available on September 1st 2025. With a statement you added "Please confirm if you agree." Such a declaration stands as a definitive offer. It is Important to note that the legal definition of an offer in contract law differs from an invitation to treat because offers establish definitive and binding contract terms. 'The Pharmaceutical Society of Great Britain v Boots Cash Chemists' (1953) confirmed that items displayed through windows or shelves generate an invitation to treat instead of a formal offer. Your email represented a definite lease agreement offer which included specific and evident contract terms.

My response included explicit acceptance through the statement "I agree to the terms. I will arrange the deposit payment by the end of this week." Your offer has received my absolute acceptance which meets this condition. According to the case of 'Storer v Manchester City Council' (1974) contract formation occurs when parties make clear offers that receive specific acceptance regardless of whether they sign a formal document. Several exchanged emails serve as enough evidence to demonstrate such acceptance. According to 'Gibson v Manchester City Council' (1979) when offers lack precise acceptance, no contract develops. My direct acceptance through verbal and practical acknowledgments proves my commitment to your proposed terms.

The existence of consideration stems from my performance of the agreed payment transfer showing mutual contractual obligations between both parties. According to the case of 'Currie v Misa' (1875) consideration must exist during the formation of contracts. The contract had become legally binding when I discharged my contractual requirements through the deposit payment. 'Chappell & Co Ltd v Nestle Co Ltd' (1960) established that any minor value exchange submitted at the time of agreement becomes legally binding no matter how insignificant it seems to be. The payment deposit I made provides strong evidence of sufficient consideration which establishes this legal contract.

In the case of 'Edwards v Skyways Ltd' (1964) the court established that property rental arrangements automatically carry legal intent. The court established through this case law that business agreements become legally enforceable unless either party proves otherwise. The legal parameters created by our landlord-tenant agreement demonstrate that we both sought legal preservation of our contract terms. According to 'Merritt v Merritt' (1970) the courts defend agreements between parties who demonstrate their intent for being legally bound.

Additionally, each party possesses the legal capability to enter contracts with one another. The parties must possess the legal ability to establish contracts which constitutes their capacity. Both of us qualify as legally mature adults competent to create contracts so we unquestionably had the essential capability to engage in this agreement.

The existence of all fundamental components establishes that this agreement becomes a legally enforceable contract. Your choice to provide the flat to another occupant demonstrates a breach of the agreement we made together even though I paid the security deposit. A breach within contract law means that one party does not perform contractual obligations bound in a legal agreement (Burrows, 2016, p. 107). At the time of 'Robinson v Harman' (1848) the court established that people affected by such contract breaches receive compensation to reach their proper condition under full contract compliance. You breached the contract when you rented the flat to another person after confirming our agreement and this renders you responsible for damages.

Breaking a contract through your actions results in severe legal repercussions. The law allows me to demand from the court a mandatory order to follow our original contract using specific performance remedies. Specific performance stands as a legal remedy in contract law that forces parties to perform their contractual agreements by doing so directly instead of receiving monetary damages (Rowan, 2012, p. 41). Property transactions tend to receive specific performance from courts because real estate is seen as unique and traditional compensation may not serve to correct the resulting damages (Rowan, 2012, p. 41). Specific performance remains available as an order through court actions when monetary compensation fails to

fulfill the essential obligations of a contract according to 'Beswick Appellant v Beswick Respondent' (1968).

Your breach may lead to my increased expenses including higher rental costs so you will need to compensate me financially. The compensation based on damages within contract law exists to restore financial losses sustained by an injured party because of a breached contract. According to 'Hadley v Baxendale' (1854) courts require damages to be reasonable within the breach of contract. Your failure to uphold our agreement could make you responsible for paying the higher rental costs because you would force me to rent elsewhere. Moreover, new lease administrative fees alongside transportation expenses are among the losses for which you will be required to compensate me in case of your failure to fulfill our agreement.

Under legal obligations you need to provide immediate return of my deposited funds. Your retention of the deposit violates legal principles because I sent my payment based on the established contract and you have not provided valid reasons for keeping it. Under 'Lipkin Gorman v Karpnale Ltd' (1991) the courts established that a party obtaining benefits without legal right is required to return this benefit. Refusing to return my deposit will force me to initiate legal action to recover it.

The legal circumstances demand you rethink your current decision while maintaining the contract agreement. I demand both the immediate refund of my deposit money and payment to reimburse me for costs I will experience if you choose not to move forward with our agreement. The both of us stand to benefit more by finding a friendly resolution than by pursuing lengthy and expensive court battles. Legal steps remain an option for me to pursue if needed to enforce my rights.

In conclusion, the payment deposit and email correspondence between us demonstrate an enforceable contract which you have broken. A legally enforceable contract exists between us because all necessary requirements of offer and acceptance and consideration and an intention to establish legal relations and party capacity appear in our agreement. The case laws presented earlier stand as evidence that your actions violate the terms of our contractual agreement. I will

commence with legal actions which would require deposit recovery including damage claims unless you resolve this situation right away.

Your swift response is expected for a constructive resolution of this matter. Let me know the preferred course of action as soon as possible.

Yours sincerely,

Jane

REFERENCES

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2. *Storer v Manchester City Council* [1974] 3 All ER 824, [1974] 1 WLR 1403, 73 LGR 1, 118 Sol Jo 599, 231 EG 1293
3. *Gibson v Manchester City Council* [1979] 1 All ER 972, [1979] 1 WLR 294, 77 LGR 405, 123 Sol Jo 201
4. *Currie v Misa* (1875) LR 10 Exch 153, 44 LJ Ex 94, 23 WR 450
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6. *Edwards v Skyways Ltd* [1964] 1 All ER 494, [1964] 1 WLR 349, 108 Sol Jo 279
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12. *MATTHEWS v. BAXTER.* (1873) L.R. 8 Exch. 132
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17. *Ward v Byham* [1956] 2 All ER 318, [1956] 1 WLR 496, 100 Sol Jo 341
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19. *Entores Ltd v Miles Far East Corpn* [1955] 2 QB 327, [1955] 2 All ER 493, [1955] 3 WLR 48, [1955] 1 Lloyd's Rep 511, 99 Sol Jo 384
20. *Felthouse v Bindley* (1862) 11 CBNS 869, 31 LJCP 204, 10 WR 423, 142 ER 1037
21. *Hyde v Wrench* (1840) 3 Beav 334, 4 Jur 1106, 49 ER 132
22. *Harvey v Facey* [1893] AC 552, 62 LJPC 127, 1 R 428, 42 WR 129, 69 LT 504, 9 TLR 612
23. *Partridge v Crittenden* [1968] 2 All ER 421, [1968] 1 WLR 1204, 132 JP 367, 112 Sol Jo 582
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STUDENT FEEDBACK FORM

This section details the *extent* to which the assessment criteria are demonstrated by you, which in turn determines your mark. The marks available for each category of skill are shown. Lecturers will use the space provided to comment on the achievement of the task(s), including those areas in which you have performed well and areas that would benefit from development/improvement.

Generic Assessment Criteria	Marks available	Marks awarded
1. Engagement with Literature Skills		
	25	
2. Knowledge and Understanding Skills		
	35	
3. Cognitive and Intellectual Skills		
	10	
4. Practical Application Skills		
	15	
5. Transferable Skills for Life and Professional Practice		
	15	

Assessment Mark (Assessment marks are subject to ratification at the Exam Board. These comments and marks are to give feedback on module work and are for guidance only until they are confirmed.)	Late Submission Penalties (tick if appropriate)		%
	Up to 1 week late (40% Max)		
	Over 1 week late (0%)		