

TU 122 LAW IN EVERYDAY LIFE

Formation of Contract

(quick review)

Pananya Larbprasertporn

Sources of Obligations

- 1) Contracts (สัญญา)
- 2) Tort (delict or wrongful act) (ละเมิด)
- 3) Unjust enrichment (ลาภมิควรได้)
- 4) Management of another's affairs (จัดการงานนอก
สั่ง)
- 5) Statutory obligations, for example, tax

Question 1

What source of obligations provides a legal basis for this claim?

Mickey saw August dining with someone. He took a photo and posted it in his facebook. August claims damages from Mickey.



Question 2

What source of obligations provides a legal basis for this claim?

Nicky is a babysitter of Jingja's daughter, Sarah. While Jingja was having a business dinner, Sarah was sick and was sent to the hospital. Nicky paid for the costs without Jingja's request. Nicky demands reimbursement from Jingja.

Question 3

What source of obligations provides a legal basis for this claim?

Earth hired Intouch to dance at his birthday party.
Intouch demands Earth to pay for his performance.



Question 4

What source of obligations provides a legal basis for this claim?

Mr. Somchai is married. However, he was bored with his wife and hired Ms. Beautiful to be his mistress. He paid her THB 50,000 every month for 6 months. Then, they broke up. Mr. Somchai demanded all money back from Ms. Beautiful.

Question 5

What source of obligations provides a legal basis for this claim?

Sunny bought lots of luxurious brand-name products from Milan. The customs authority at Suvannabhumi Airport investigated him. Having found Sunny with luxurious goods with value exceeding the legal permission, the authority demanded him to pay customs.

FORMATION OF CONTRACT



CONTRACT FORMATION

Considerations for contract formation

1. Is there an offer? (clear and unequivocal)
2. When does the offer take effect? (offeree present – “become known”, not present – “reach”)
3. How long does the offeree have to accept the offer? (at that moment, specified or reasonable period)
4. Does the offeree accept the offer within the given time and without modification to the offer?
5. When does the acceptance take effect? (offeror present – “become known”, not present – “reach”)

Exercise

- Is displaying goods in the supermarket already an offer or an invitation to treat?
- Is advertising goods in the website already an offer?
- Once an offer takes effect, can an offeror revoke it?
- What are legal consequences if the offeree rejects the offer?

EXERCISES

Noppy collects cool t-shirts. *Title* sends *Noppy* a message and a photo to his LINE:

“Hey, Noppy! See what I’ve got! It’s your size and favorite color! I give you a special price, THB 500 only!”

Is this an offer?



EXERCISES

10 days later, *Title* checked LINE, but *Noppy* had not “read” it yet.

**Is *Title*'s intention expressing in the LINE effective yet?
If so, since when?**



EXERCISES

3 weeks passed, *Noppy* met *Title* to say that he agreed to buy the T-shirt for THB 500. However, *Title* was listening to music with his new noise-cancelling headphone. He did not hear what *Noppy* said.

Is *Noppy's* intention an offer or an acceptance?

Is *Noppy's* intention effective yet?

EXERCISES

Title came back home and remembered about the T-shirt. He wrote *Noppy* again that he is still willing to sell him the T-shirt for THB 500.

Does the contract between *Title* and *Noppy* form?