

TU 122 Exercise

Sources of Obligations, Formation of Contract, and Validity of Contract

Part I Sources of Obligations

What are legal grounds for the following claims?

(a) Contract (b) Tort (c) Unjust enrichment (d) Management of another's affairs

1. A demanded B to pay the money he borrowed a month ago.....
2. A purchased a lunch box from B's store. After eating the food, he was admitted to hospital because of food poisoning. A demanded damages for the medical costs.....
3. A wanted to avoid the contract which was made by B, 16, her only son, without her consent.....
4. A demanded B to return the money he paid to B for his gambling debt.....
5. A demanded B to reimburse him for the costs he incurred for fixing the roof of B's house while B was away and unreachable.....
6. The bank demanded A to return the money it mistakenly transferred to his account and A subsequently withdrew.....

Part II Formation of Contract

Situation I

- 1 January 2016 A met B. He offered to sell his only car to B for a reasonable price that B proposed but gave B 3 days to make a decision.
- 3 January 2016 B emailed A saying that he accepted A's offer and would be happy to pay 500,000 THB for the car. The email arrived in A's inbox on the same day.
- 5 January 2016 A phoned B withdrawing his offer to sell the car as he received a better offer from a new potential buyer. B opposed the withdrawal.
- 7 January 2016 A phoned B again to confirm the sales of the car at the price B originally proposed as the potential buyer withdrew the offer. Because B was still agree with A, he chose to be silent.
- 9 January 2016 B phoned A to agree on the purchase of the car, but A refused as he had already sold and delivered the car to his brother a few hour earlier.
- B demanded A to perform the contractual obligation claiming that the sales contract has been formed. Do you agree with B's claim?

Situation II

Chaiwat was asked by his wife to buy some products from a supermarket for daily use. Because he and his wife did not do shopping regularly, he took several items of the same products from the shelves and put them in the trolley. Chaiwat took the trolley to a cashier to make a payment. The cashier refused to sell all of them on the grounds that the supermarket imposed a limit on the number of items of each product for each purchase to ensure that each product would be available to more customers many of who were suffering flash flooding. Please advise Chaiwat on the issue of whether the cashier had the right to refuse to sell the products to him.

Part III Validity of Contract

What is the legal issue concerning the following scenarios?

- (a) Legal capacity (2) Fraud (3) Mistake as to an essential quality of a thing or a person
(4) Mistake as to the identity of a person or a thing (5) duress

1. A. told B that he had a genuine Lamy pen and offered to sell it to him for 1,000 THB. B accepted the offer. It turned out that the pen was a fake one.
2. A, 17, purchased a motorcycle without consent of his parents because of he was told by C, who was a close friend of B, the seller, that it was a brand new motorcycle. In fact, B used it for more than one year. B heard the conversation but decided to keep silent and sell the car to A.
3. A went to B's shop and told B that he wanted an iPhone 6. B mistakenly put an iPhone 6s in a bag and gave it to A, who paid the price in full.
4. A offered to sell his only car to B if B wanted to buy it by the end of January. Before the deadline, B contacted A to accept the offer, but A refused to sell it. B threatened to sue A if he did not sign a contract and deliver the car to B.