

Following the events that took place between Lin, Shanks and Lucy, this essay will analyze the parties (Shanks and Lucy) for their contractual rights and the potential remedies available to them under the English Contract Law.

First of all, it is essential to define Lin's advertisement whether they are offers or invitations to treat. An invitation to treat is when a party creates a possibility to enter into dealings, it is not a direct offer. Advertisements are generally considered invitations to treat unless there is an intention to be bound. In the case *Partridge v Critchenden*¹ was held that the advertisement was only an invitation to treat not an offer, since the words "subject to sale" were not clearly used. If we apply this principle to the given advertisement that Lin posted in the *Blackboard Herald*, the situation seems to be quite similar to the case in *Partridge v Critchenden* but it is not. Lin used the word "for sale" which clearly shows a much more definite willingness to create an offer and not an invitation to treat. An offer is "an expression of willingness to contract on certain terms, made with the intention that it shall become binding as soon as it is accepted by the person to whom it is addressed" (Gibson)². Offers can be made to individuals or to groups of people. As shown in the case *Carlisle Steam Tugs Ltd v Robertson*³ an advertisement was an offer to "the whole world". Distinctly, their advertisement is direct offer to any particular individual but to everyone.

Moreover, two further requirements of contract need to be recognized: the intention of the parties to create legal rights and consideration. As Lord Goff stated in *Palmer v Crane*⁴ "The question (whether or not there is a binding contract) must, of course, depend upon the intention of the parties, as to be inferred from the language they use and from the circumstances in which they use it". When an agreement is made in business or commercial context the courts will presume that the parties did intend to create legal relations. The case of *Rose v Bairstow*⁵ can be applied here showing that the advertisement Lin put was designed to sell the gulls and create legal relations. Distinctly, as held in the *Carlisle Steam Tugs Ltd v Robertson* "the offeror had deposited £1,000 in the bank to pay people" by which he manifested a clear intention of his intention to be bound, likewise by giving an exact price of the good she is selling. Lin case more indicated her intention to enter into legal relations and to create legal offer a potential acceptance of her offer.

The other key contractual element is consideration. In the bilateral contract between Lin and Shanks consideration is present for both parties, the defendant promised to sell the gulls to the first person to contact her, and the claimant promised to pay for it £100.

The agreement between the parties needs to be sufficiently certain to contract to a contract. An

¹ Partridge v Critchenden [1968] 1 WLR 1134.

² Gibson, G. B., The General Contract of Sale, p. 11.

³ Carlisle v Robertson [1911] 1 KB 413.

⁴ Palmer v Crane [1934] 1 All ER 285.

⁵ Rose v Bairstow [1914] 1 Chancery 206.