# Business Law

## March 6, 2013

The terms of acceptance must be exactly like the terms of the offer is required for a valid acceptance.

As long as the terms of the acceptance do not vary from the terms of the offer materially it’s still a valid offer.

By saying “100% of surface control” you would have to assume you were getting 100% of all the minerals, which he was not.

If the change in offer increases the burden of the offeror it will be considered a material change.

Statutes of Fraud and Fraud have nothing to do with e ach other.

Identify Subject matter of contract and essential terms

Page 77 from the book

* Implied Contracts
  + The plaintiff furnished some service or property to the defendant
  + The plaintiff expected to be paid for the service or property and the defendant knew or should have known that payment was expected, and
  + The defendant had an opportunity to reject the service or property.
* Quasi Contract
  + The plaintiff furnished some service or property to the defendant
  + The plaintiff expected to be paid for the service or property and the defendant knew or should have known that payment was expected, and
  + The defendant would be unjustly enriched if he did not pay.
  + Damages will be fair market value for what the benefit of the error was.
* Artukovich & Sons, Inc. v. Reliance Trucking Co.
  + Conversion cannot be done because they had already leased it to Ashton company. Thus they lost no income.