**Business Law ‐ Termination of Offers**

**Independent Practice Assignment #1**

**Case Study Assignment**

**Student Name**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Case Study #1**: Jennifer mailed a written offer and a deposit to Delaney for a piece of property Delaney owned that Jennifer wanted to buy. In her written offer, Jennifer stipulated that her offer would expire on February 4, at which time Delaney was to return the deposit if Delaney had not accepted Jennifer’s offer. When Delaney received the offer, she made several changes to it, including extending the acceptance date until February 14. Jennifer received the counteroffer before the 14th but did not sign the contract until February 18. She returned the contract to Delaney on February 19. On February 14, when Delaney had not received an acceptance from Jennifer, Delaney considered the negotiations terminated and sold the property to someone else. Jennifer sued claiming breach of contract. Does Jennifer have a correct claim? Explain your answer.

**Case Study #2**: Jason is a wholesaler who sells large shipments of plants to large home improvement stores and nurseries. On April 1 Jason makes an offer to sell five truckloads of bedding plants to Plants R Us at a fixed price. Jason submits a firm offer to Plants R Us that is in effect for two weeks. On April 6, a national trucker’s union goes on strike and Jason learns that the market price of the toys has risen sharply. Is Jason required to keep the offer open? Explain your answer.