**Midterm assignment Business and labor law**

 **Submitted by watan mal**

 **Id 13830**

 **Submitted to ms beenish shuja**

 **Submission date 27/04/2020**

 **Question 1:**

**What is Contract and what are the essentials of Contract?**

**Answer:**

Contract is a legal agreement that settled between two or more parties on a specific agenda. Contract is enforceable by law which means that all the parties will be compelled to perform the agreed duties or if they fail to perfume then one party can sue the other.

**Essentials elements of a contract: \_**

**1: offer / proposal:**

Offer is first and basic element of a contract. One party made offer to another. It contains all the details term and condition about the contract.

**Acceptance:**

Once the offer is placed then it is in the hand of offeree to accept or reject the offer. Acceptance of offer means that all parties are agreed on the term and conditions. Once the offer is accepted then the contract moves to 3rd stage.

**Metting of minds:**

Mattings of minds means that all the parties must be agreed on term and conditions that has been settled earlier.

**Consideration:**

Consideration means each party will receive some sort of benefits from one another. Usually the benefits are in the form of monetary or goods.

**Capacity:**

Capacity means that the party entering into the contract must be at the age of 18 or above. Must be mentally sound and must not be disqualified by any law.

**Legality:**

Contract enforceable by law, cannot be created if there is illegal tread of product or services. For example, if there is a trade of narcotics so this trade illegal and for this trade contract can't be created.

**Question 2:**

**Define Valid Contract and its essentials?**

**Answer2:**

**Valid contract:**

There are many types of contract but when a contract is enforceable by law then it is said to be valid contract. Valid contract is an exchange of act, service or promise between two or more groups. If one of the groups fails to fill full the contract, then another group can sue them to the court. A valid contract must have the followings elements. If one or more than one of them is missing then it will not be a valid contract.

**1: Offer:**

 Offer is the first step in creating of a contract. Offer includes all the necessarily information of the contract. It includes all the term and condition on which the contract will base upon.

**2: Acceptance:**

 After an offer is given it can be either accepted or rejected. It is totally on the willingness of another party. Acceptance mean that all parties are agreed on the term and condition of the contract. offer and acceptance go together in one line.

**3: Consideration:**

 Consideration simply means that what all parties will receive in reward of performing the contract. Often time consideration is in the foam of money.

**4: Metting of mind:**

 Metting of mind means that all the concerned parties are agreed upon the terms and condition of the contract.

**5: Capacity:**

 Capacity means that all the concerned parties are at the age of maturity and of sound mind. They are neither mental nor at the age below maturity.

**6: Legality:**

 A valid contract can't be created if there is exchange of illegal goods, services or even promise. If there is illegal trade or promise and if one party failed to fill full then another does not have right to sue.

**Question 3:**

 **According to the Contract Law what is offer and acceptance and how can we revoked offer?**

**Answer 3:**

 **Offer:**

In contract offer present by one party to another. It includes all the details on which contract will base upon. Offer may be oral or written. Offer is basically a promise to perform some act or buying or selling product or services.

For example, if I want to buy a car, I will give an offer to the seller let suppose 10 lake or any amount.

**Acceptance:**

After giving an offer, then it's on offeree to accept or reject the offer. Acceptance means accepting all the term and condition which were offered.

**How to revoke offer:**

Offer can be revoked before the acceptance of offeree. Revoke simply means that the contract came to an end or in other words cancellation of contract.

In the followings conditions an offer can be revoked.

1: before the acceptance of offeree.

2: if the time of offer is expired. For example, if I made a promise to the seller of the car that I will pay him within 10 days, but if I failed to pay within 10 days the offer will be revoke.

3: if the offeror death

4: revocation if the offeree does not accept the term and condition of the offer. For example, if I give an offer of 10 lake and the seller said that I will sell the car on 11 lake then the offer revoke.

**References:**

<https://sheir.org/edu/revocation-of-an-offer/>

<https://www.upcounsel.com/revocation-of-offer>

<https://study.com/academy/lesson/valid-void-voidable-and-unenforceable-contracts.html>