**Did Jim and Laura Buy a Car?**

SCENARIO: Jim and Laura Buyer visit the local car dealership because they are interested in buying a new car. The car they currently have is aging and is starting to have mechanical problems. Jim and Laura would share the new car, and use it to go back and forth to work and school. Before going to the dealership, Jim and Laura decide that they can only afford $400.00 a month in car payments.

Once at the car dealership, Jim and Laura meet Stan Salesman. Stan shows them several vehicles and Jim and Laura test-drive several of the cars. Jim and Laura particularly like the blue 4-door sedan. Therefore, they agree to give Stan Salesman a $100.00 deposit to hold the car for a day. Stan Salesman does not give them the receipt but guarantees that the $100.00 is refundable. No documents were signed.

The next day, Stan Salesman calls Jim and Laura to ask them when they would like to take delivery of the car. Jim and Laura, on the way home from the dealership, decided that they were not going to buy the car because they did not want to spend that money each month. Therefore, Jim and Laura tell Stan Salesman that they have decided not to buy the car and request their $100.00 deposit back.

Stan insists that the $100.00 was a deposit on the car and was meant to be part of the contract to buy the car. Stan is very persistent and insistent that Jim and Laura have contracted to buy the car; therefore, the $100.00 will be applied to the purchase price of the car. Jim and Laura are shocked and angry as not only do they not want to spend the money, but now feel as though they are being duped by Stan Salesman.

Jim and Laura have an appointment to see a lawyer in a few days, but know you are a student taking a business law class and come to you for advice. They are very frazzled, and understandably upset that they may have just purchased a car. Since you have been taking business law, you have read and understand the elements of a contract and the defenses to a contract. Therefore, although you are not a lawyer, you provide some basic advice from what you’ve learned in your business law class.

**ASSIGNMENT**: In three to five (3-5) pages, advise Jim and Laura based on the above facts as presented and the material covered in the lessons. In your paper, be sure to address the following:

1. **Define the elements of a legal contract using examples from the scenario where applicable.**
2. **Decide whether or not there was a contract for the purchase of the automobile.**
3. **Identify the facts from the scenario which support your decision on whether or not a contract exists for the purchase of the automobile.**
4. **Use at least two (2) quality academic resources in this assignment. Note: Wikipedia and other websites do not qualify as quality academic resources.**

In order to foster learning and growth, all essays you submit must be newly written specifically for this course. Any recycled work will be sent back with a 0, and you will be given one attempt to redo the touchstone.

1. **Assignment Guidelines**

DIRECTIONS: Refer to the list below throughout the writing process. Do not submit your Touchstone until it meets these guidelines.

1. **Understanding of Contract Law**

❒ Have you defined the elements of a legal contract?

❒ Have you used examples from the scenario to illustrate these elements?

1. **Case Judgment and Support**

❒ Have you provided a judgment on the existence of a contract in this scenario?

❒ Have you used specific examples from the scenario to defend your position?

1. Research

❒ Have you referenced at least two academic sources in your essay?

❒ Have you explained how each source relates to and supports your judgment on the case?

1. **Rubric**

 Advanced (100%)Proficient (85%)Acceptable (75%)Needs Improvement (50%)Non-Performance (0%)

**Contract Definition**

Define the elements of a legal contract using examples from the scenario where applicable.

Thoroughly defined the elements of a legal contract using examples from the scenario where applicable. Satisfactorily defined the elements of a legal contract using examples from the scenario where applicable. Partially defined the elements of a legal contract using examples from the scenario where applicable. Insufficiently defined the elements of a legal contract using examples from the scenario where applicable. Did not submit or incompletely defined the elements of a legal contract using examples from the scenario where applicable.

**Case Judgment**

Decide whether or not there was a contract for the purchase of the automobile.

Thoroughly decided whether or not there was a contract for the purchase of the automobile. Satisfactorily decided whether or not there was a contract for the purchase of the automobile. Partially decided whether or not there was a contract for the purchase of the automobile. Insufficiently decided whether or not there was a contract for the purchase of the automobile. Did not submit or incompletely decided whether or not there was a contract for the purchase of the automobile.

**Case Support**

Identify the facts from the scenario which support your decision on whether or not a contract exists for the purchase of the automobile.

Thoroughly identified the facts from the scenario which support your decision on whether or not a contract exists for the purchase of the automobile. Satisfactorily identified the facts from the scenario which support your decision on whether or not a contract exists for the purchase of the automobile. Partially identified the facts from the scenario which support your decision on whether or not a contract exists for the purchase of the automobile. Insufficiently identified the facts from the scenario which support your decision on whether or not a contract exists for the purchase of the automobile. Did not submit or incompletely identified the facts from the scenario which support your decision on whether or not a contract exists for the purchase of the automobile.

**Sources**

**Include two academic references to support your judgment.**

Meets number of required references; all references high quality choices. Meets number of required references; most references high quality choices. Meets the required number of references; most references poor quality choices. Does not meet the required number of references; most references poor quality choices. No references provided; or, does not meet the required number of references; all references poor quality choices.

**Conventions**

Follow conventions for standard written English.

There are only a few, if any, negligible errors in grammar, punctuation, spelling, capitalization, formatting, and usage. There are occasional minor errors in grammar, punctuation, spelling, capitalization, formatting, and usage. There are some significant errors in grammar, punctuation, spelling, capitalization, formatting, and usage. There are frequent significant errors in grammar, punctuation, spelling, capitalization, formatting, and usage. There are consistent significant errors in grammar, punctuation, spelling, capitalization, formatting, and usage.

1. **Requirements**

The following requirements must be met for your submission to be graded:

* Composition must be 3-5 pages (approximately 750-1250 words).
* Double-space the composition and use one-inch margins.
* Use a readable 12-point font.
* All writing must be appropriate for an academic context.
* Composition must be original and written for this assignment.
* Plagiarism of any kind is strictly prohibited.
* Submission must include your name, the name of the course, the date, and the title of your composition.
* Include all of the assignment components in a single file.
  + Acceptable file formats include .doc and .docx.