



جامعة دمشق

كلية الحقوق

قسم القانون الخاص

مقرر "القانون الخاص باللغة الإنكليزية"

لطلاب ماجستير الدراسات العليا (القانون الخاص)

المحاضرة الخامسة بعنوان "ADDRESSEE OF OFFER":

تتناول هذه المحاضرة "المخاطب بالإيجاب"، أي: الموجّه إليه الإيجاب، وهو موضوع تم إدراجه ضمن الأوراق الموزعة عليكم قبل تعليق الدوام، وتحديدًا في الصفحات من ٨ إلى ١٣ في القسم المتعلق بقانون العقد – THE LAW OF CONTRACT. سوف أسلط الضوء على الأفكار الرئيسة حول المخاطب بالإيجاب، والتي ينبغي عليكم دراسة محتواها من الأوراق، مراعية الترتيب ذاته الوارد في الأوراق المذكورة، وذلك على النحو الآتي:

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1- Addressee of offer:

/A/ a specified person or;

/B/ a specified class of persons or;

/C/ the public generally.

2- Definition of numerous acceptances.

3- Definition of one acceptance.

4- Give me examples of numerous acceptances & one acceptance.

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5- What is the most common type of proposal addressed to the public generally? Is it regarded unilateral promise or offer?

Communication of offer

"An offer must be communicated to the offeree". Nothing said or done by the offeree prior to communication to him of the offer can be regarded as an acceptance.

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Sufficiency of delivery to offeree's address.

1- The parties are in instantaneous communication: an offer is duly communicated only when it comes to the offeree's attention.

2- /A/ The parties are not in instantaneous communication: the letter of offer must be read by the offeree.

/B/ If an offeror wants to revoke his offer by means of a letter or ... addressed to the offeree: delivery of the revocation to the offeree's address is sufficient communication.

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3- What is the opinion of the courts in the case of written offers?

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Unauthorised or irregular communication.

1- The offeror has manager or personal assistant who reads the letter of offer and tells the offeree. Did the manager or personal assistant have authority to do it?

In the absence of authority, no valid communication.

2- An offer may be duly dispatched, but be delayed or lost in transmission. If the offeree knows the offer in other way, can he make a valid acceptance?

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A contract exists in this case. The offeror tries to communicate his offer, and the offeree is informed about it.

مُدْرَسَةُ الْمَقْرَر

الدكتورَة رشا أيوبي