

Match the terms in column A with the explanations in column B.

- | A | B |
|--------------------------------|---------------------------------------|
| 1. bidder | A. an offer made in oral form |
| 2. written contract something | B. a person who wants to buy |
| 3. counter offer brought | C. a person against whom an action is |
| 4. oral offer an offer | D. a person receiving and accepting |
| 5. plaintiff | E. contracts made in written form |
| 6. defendant | F. contract can be enforced by law |
| 7. offeror | G. a person who brings an action |
| 8. offeree for a promise | H. something for value in exchange |
| 9. consideration | I. Rejection of the original offer |
| 10. enforceable contract offer | J. a person who makes an offer |

Cloze

1_____ Unless an offer is irrevocable, the offeror usually can revoke the offer (even if he or she promises to keep the offer open), as long as the revocation is communicated to the offeree before the offeree accepts. Revocation may be accomplished by expressly repudiating the offer (a statement such as “ I withdraw my previous offer of October 17” would be an express repudiation) or by performing acts inconsistent with the existence of the offer, which are made known to the offeree.

The general rule followed by most states is that a revocation becomes effective when the offeree or offeree’s agent actually receives it. 2_____

An offer make to the public can be revoked in the same manner the offer was originally communicated. 3_____ The store publicizes the offer by advertising it in three local papers for four days. To revoke the doffer, the stores must normally publish the revocation in the same papers for the same number of days.

Although most offers are revocable, some can be make irrevocable. Increasingly, courts refuse to allow an offeror to revoke an offer when the offeree had changed position because of justifiable reliance on the offer.4_____

Another form of irrevocable offer is an option contract, which is a contract under which the offeror cannot revoke his or her offer for a stipulated time period, and the offeree can accept or reject the offer during this period without fear of the offer’s being make to another person. The offeree must give consideration for the option the irrevocable offer) to be enforceable. 5_____ An option contract takes away the offeror’s power to revoke the offer for the period of time specified in the option. If no time is specified, then a reasonable period of time is implied.

- A. For example, a store offers a reward for information leading to the arrest and conviction of persons who burglarized it.
- B. The offer may be rejected by the offeree, in which case the offer is terminated.
- C. The offeror's act of withdrawing an offer is called revocation.
- D. Therefore, a letter of revocation mailed on April 1 and delivered at the offeree's residence or place of business on April 3 becomes effective on April 3.
- E. The communication of an effective offer to an offeree gives the offeree the power to transform the offer into a binding, legal obligation (a contract).
- F. An option contract created when an offeror promises to hold an offer open for a specified period of time in return for a payment given by the offerree.
- G. In some circumstances, offers made by merchants may also be considered irrevocable offers, or "firm offers"

Translation

Translate the English into Chinese.

The offer may be rejected by the offeree, in which case the offer is terminated. A rejection is ordinarily accomplished by words or by conduct evidencing an intent not to accept the offer. As with revocation, rejection of an offer is effective only when it is actually received by the offeror or the offeror's agent.

Merely inquiring about an offer does not constitute rejection when the offeree merely inquires as to the firmness of the offer, there is no reason to presume that he or she intends to reject it. Thus, if your friend offers to buy your computer's hard drive for \$200 and you respond, "is that your best offer?" or "will you pay \$250?" a reasonable person would conclude that you did not reject the offer but merely make an inquiry. You could still accept and bind your friend to the \$200 price.

Translate the Chinese into English.

一项反要约通常是对原要约的拒绝，同时也形成一个新的要约，它给原要约人以承诺的权力。例如，一个房屋所有者对一个可能的买主提出以 115,000 元出卖房屋，对方回答说价格太高，愿意出价 110,000 元。此回答就是一个反要约，它终止了原要约并且形成一项那个可能买主提出的新要约。

在普通法上，镜像规则要求受要约人的承诺与要约人的要约完全一致。易言之，承诺的条款必须与要约的条款相同。假如承诺实质改变或增加原要约的条款，那么它将不被认定为是一个承诺而是一个反要约。

Key

Match: B E I A G C J D H F

Cloze: C D A G F

Translation:

1. 要约可能被受要约人拒绝，此种情形下要约失效。对要约的拒绝通常通过语言或者表现出不接受要约的行为完成。至于要约的撤销，需在要约被受要约人或其代理人收到后作出对要约的拒绝方可有效。

当受要约人仅对要约的确定性询问时，对要约的简单询问并不构成对要约的拒绝，这里没有理由假定受要约人意图拒绝要约。这样，假如你的朋友提出以 200 元的价格买你的计算机硬盘，你回答道“这是你最高报价？”或者“你愿意支付 250 元的价金吗？”一个理性的人将得出如下结论：你并不是拒绝要约而仅仅是进一步询问。你仍然可以承诺并且以 200 元的价格约束你的朋友。

2. A counteroffer is usually a rejection of the original offer and the simultaneous making of a new offer, giving the original offeror (now the offeree) the power of acceptance. For example, if a homeowner offers to sell her home to a certain prospective buyer for \$115,000, and the prospective buyer says, “the price is too high. I’ll pay \$110,000.” The response is a counteroffer---it terminates the original offer and creates a new offer by the prospective buyer.

At common law, the mirror image rule requires that the offeree’s acceptance match the offeror’s offer exactly. In other words, the terms of acceptance must mirror those of the offer. If the acceptance materially changes or adds to the terms of the original offer, it will not be considered an acceptance but rather a counteroffer.