do not buy the car or the hundred dollars be part of the installment to purchase the blue four-door sedan car a day later.

Stan, the salesman, enters into an unwritten contract with Jim and Laura by offering an accepted guarantee of refunding the hundred dollars deposit does not justify that Jim and Laura bought the car. Therefore, Stan’s guarantee exonerates Jim and Laura from the assurance of coming for the car a day later. The fact that Stan did not say the deposit money was part of the purchase of the car when he was receiving the money from Jim and Laura confirms that the additional terms of the contract by Stan breaks the unwritten contract. Moreover, Stan should have told Jim and Laura the deposit is part of the purchase, and both parties agree to the terms. Jim and Laura's anger is evidence that Stan’s additional terms through the phone violates the initial agreement and breaks contract terms.

Competency and capacity are contract elements that indicate parties in agreement having the legal capacity and ability to execute the agreements in a contract (US Legal, 2016). A competent party with the capacity to perform is held responsible and is liable for duties the party agrees to execute unless the individual is incapacitated, intoxicated, or a minor. Stan, the salesman, is considered capacitated to enter a legal contract since he is a mandated dealer to offer clients the opportunity to test the cars and seal purchase deals through purchase contracts. Therefore, Stan is liable for breaching the initial contract terms by insisting on new terms through the phone that the buyers did not agree on, Stan is legally responsible for refusing to give back the hundred dollars to Jim and Laura. However, Jim and Laura could have explained to Stan that their ability to purchase the car is based on four hundred dollars installments and therefore give Stan Salesman an opportunity to understand Jim and Laura’s capacity. Jim and