

CBFA – Contracts and Agency Principles in the Bible: A New Faith-based Pedagogy of Teaching Business Law

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Throughout the centuries Christian artists in all media, painters, sculptors, novelists, playwrights, actors, and musicians, reflected the glory of the Lord through their respective disciplines and impacted their cultures with a Christian perspective and worldview. Christian Business faculty members can do the same. This paper will show how the English common law reflects God's eternal laws and provides for a biblically-based foundation for a healthy society. Christian Business Law professors will be able to use these concepts to further integrate faith in their classes and encourage students to impact their culture.

We can use concepts in Business Law to provide illumination upon and an explanation of God's law. Christian Business Law professors can use the law to illustrate Christian concepts such as salvation and the work of the church in the world. While evangelical Christianity emphasizes how one can enter into a relationship with God, contract law addresses how parties can enter into a binding legal relationship. Although the salvation process is essential to Christianity, God has plans for His church beyond the salvation of souls. Those who enter into a relationship with God through confession and repentance also become members of the universal church, the community of believers. As a community we are to work out our salvation in fear and trembling. This involves the task of fulfilling the calling of God both personally and collectively. The collective call of God on the universal church is to redeem our culture ("on earth as it is in heaven"). All Christians are called to participate in the restorative work of the church; in a sense, we are partners with Christ to reconcile the world to Him and to establish His kingdom on earth.

A point all Christian Business Law faculty can emphasize in their courses is that law is objective. The Old Testament tells us that the law of the Lord is good, converting the soul. God's laws are not arbitrary nor malleable. Instead, they are absolute and full of truth. Our postmodern society rejects the ideas of absolutes or unchangeable truths. However, our students need to know that God is truth; His Word, the Bible, is an expression of His truth. They also need to know that American law grew out of English common law, which was founded upon the transcendent law of God. Law, therefore, is not simply a man-made construct (positive law) that fills a utilitarian purpose of social control.

I. Contracts

The Bible includes many legal concepts. Contracts can serve as an example. An understanding of God's covenant (or contract) with Abraham is essential to understanding the major themes of the Old Testament. Then, of course, God's new covenant with man through Christ, explained throughout the New Testament, is the heart of evangelical Christianity. As an instructional device one of the co-authors has found it useful to examine the basics of the Christian plan of salvation in terms of contract law. Is entering into a relationship with Jesus Christ the same as entering into a contractual relationship?

Under English common law, four elements are essential for the formation of an enforceable contract: an agreement, consideration, contractual capacity, and legality. First, an agreement requires that two or more parties have a "meeting of the minds" in which all essential terms of an arrangement are acceptable to each party. Second, consideration

requires that each party have an obligation; this protects the parties from incurring obligations while other parties receive benefits without incurring obligations in return. Since all contracts are voluntary in nature, no one should be held responsible to suffer a burden unilaterally. Consideration requires some form of a quid pro quo or voluntary exchange between parties. Third, contractual capacity refers to the mental ability of parties entering into legally enforceable agreements. To have a “meeting of the minds” each party must have the ability to understand the legal consequences of the undertaking. The law will not hold people responsible for their promises if they cannot understand the legal consequences of their agreements. Finally, English common law will not enforce agreements that violate other laws; contracts must be for a legal purpose. All of these elements need to be met in order for an agreement to become legally enforceable.

So it bears repeating: Is entering into a relationship with Jesus Christ the same as entering into a contractual relationship? An examination of each of the four elements of a contract will help us answer this question.

Agreement

As a contract can be divided into its four elements, the first element, the agreement, can also be subdivided. Its two elements are an offer and an acceptance. The offeror sets the terms of the offer which is a proposal, usually stated in the form of a promise (“I will perform X for you if you will perform Y for me”). The offeror obligates himself in exchange for a specific requested reciprocal obligation to be manifested by the person to whom the offer is made, the offeree. This manifestation of an intention by the offeree to be bound to the original offer is known as an acceptance. The offeree can accept the offer on its terms or reject it. The only valid form of acceptance is 100% acceptance; only if the offeree agrees to all of the terms of the offer will there be an effective acceptance. This is known as the “mirror image rule” because the acceptance must mirror the offer.

Upon closer examination of the first element of an agreement, one will find that an offer is comprised of three elements: present intent, a communication to the offeree, and definite terms. Present intent requires that the offeror intend to make the offer presently. One does not make an offer if one says they will make an offer in the future. The offeror (or promisor) intends to create an offer right now. Communication to the offeree requires that the offeree become aware of the offer; in other words, an offer does not really exist if there is no one who can possibly accept it. Also, only an offeree may accept an offer. Finally, the offeree can only accept an offer based on the terms of the original offer. Therefore, the terms need to be stated with specificity so that one can determine how the offeror and the offeree will obligate themselves. Courts cannot enforce agreements that are unclear or indefinite. All the material terms of an offer ought to be clearly presented in the offer so that offerees will know how they are obligating themselves. The law, in this case, tries to reduce the negative consequences of ambiguity and confusion.

The Bible presents an invitation into a relationship with Jesus Christ in terms of an agreement. First, the elements of an offer exist. The promise given by Jesus would lead an intended offeree to believe that an intention to enter into a contract is in the present. In John 3:16, we read, “For God so loved the world, that he gave his only begotten Son, that whosoever believeth in him should not perish, but have everlasting life.” Also, in Revelation 3:20, we see Jesus saying, “Behold, I stand at the door, and knock: if any man hear my voice, and open the door, I will come in to him, and will sup with him, and he with me.” Opening the door of one’s heart to Jesus Christ by believing in Him is the requested response to His present promise of eternal life through a relationship with Him.

The offer has been communicated to offerees. Hebrews 9:15 states, "And for this cause he is the mediator of the new testament, that by means of death, for the redemption of the transgressions that were under the first testament, they which are called might receive the promise of eternal inheritance." "They which are called" could be considered the offerees of this offer. Paul wrote, "So then faith cometh by hearing, and hearing by the word of God" (Romans 10:17). Therefore, hearers of the word of God are the offerees. The Apostle Peter told the crowd on the day of Pentecost, "(f)or the promise is unto you, and to your children, and to all that are afar off, even as many as the Lord our God shall call" (Acts 2:39). This calling has descended through the ages from one generation to the next. Today those who are called, even though they may be "afar off", are also offerees of this original offer.

The terms of this offer are definite. The Apostle Paul explained the necessity of faith in the agreement in Romans 3:21-24; 28:

But now the righteousness of God without the law is manifested, being witnessed by the law and the prophets; even the righteousness of God which is by faith of Jesus Christ unto all and upon all them that believe: for there is no difference: for all have sinned, and come short of the glory of God; being justified freely by his grace through the redemption that is in Christ Jesus... Therefore we conclude that a man is justified by faith without the deeds of the law.

Also, he wrote: "For the wages of sin is death; but the gift of God is eternal life through Jesus Christ our Lord" (Romans 6:23). Here we clearly see that eternal life, a definite term, is being offered.

At this point we can conclude that all the elements of an offer exist. What about its acceptance? Jesus said, "Verily, verily, I say unto you, He that receiveth whomsoever I send receiveth me; and he that receiveth me receiveth him that sent me" (John 13:20). John, the Evangelist wrote: "But as many as received him to them gave he power to become the sons of God, even to them that believe on his name" (John 1:12). Paul wrote to the church at Ephesus: "For by grace are ye saved through faith; and that not of yourselves: it is the gift of God: not of works, lest any man should boast" (Ephesians 2:8-9). Also, Paul wrote to the Romans:

That if thou shalt confess with thy mouth the Lord Jesus, and shalt believe in thine heart that God hath raised him from the dead, thou shalt be saved. For with the heart man believeth unto righteousness; and with the mouth confession is made unto salvation... For whosoever shall call upon the name of the Lord shall be saved (Romans 10:9-10; 13).

Under common law, acceptance to an offer requires complete assent to all the elements of the offer. This is known as the "mirror image rule." We see above that having faith in Christ, receiving him, calling upon the name of the Lord, believing on his name, and confessing with one's mouth that he is Lord are the expected actions that constitute an acceptance of the offer stated above. The mirror image rule would lead us to conclude that attempts to achieve eternal life other than through the means described herein would not be considered valid means of acceptance: "not of works, lest any man should boast" (Ephesians 2:9).

Consideration

A second element required in a contract is consideration. Each party has to suffer a legal detriment; each party has to give up something or somehow incur an obligation.

Otherwise, no contract exists. In a free market economy the exchange between contractors need not be equal, however it must be voluntary. The requirement of consideration by both parties helps to prevent situations where one person may try to coerce or defraud another out of his or her assets without the other receiving any benefit whatsoever. On the other hand, people are free to negotiate with others to create a contract as favorable as possible to their ends. If a purchaser negotiates a low price from a seller, the seller cannot later cry, “unfair” if he voluntarily agreed to the low price. The courts will leave the parties with the “benefit of the bargain” (or the detriment of the bargain) rather than rearrange them to achieve a more “fair” result as long as no deception or overreaching has occurred.

Consideration may be either an act or a promise. Contracts may be classified as either unilateral or bilateral depending upon whether the offeror’s promise seeks a reciprocal promise from the offeree or an action. If the offeror says, “I will pay you \$50 if you promise to mow my lawn” the resulting contract would be bilateral because it is a promise given in exchange for another promise. However, if the offeror states, “I will pay you \$50 if you mow my lawn” the resulting contract would be unilateral. The offeror in the second instance is not asking for a promise to mow the lawn; he is asking for the lawn to be mowed. The distinction is critical because the moment of acceptance differs between the two. If an offeree can accept an offer with a promise, a bilateral contract is created at the moment the offeree’s promise is given to the offeror. However, if the offeree can only accept an offer with an action, the contract does not become effective until the offeree’s action is completed.

So then, what type of an agreement might exist between man and God? Is it bilateral or unilateral? Does God make his promise of eternal life to man if man makes a promise to God or is God looking for an action to be completed by man? Jesus asked, “For what is a man profited, if he shall gain the whole world, and lose his own soul? Or what shall a man give in exchange for his soul?” (Matthew 16:26). Job’s friend, Eliaphaz asked him, “(c)an a man be profitable unto God, as he that is wise may be profitable unto himself?” (Job 22:2). If God is omniscient, omnipotent, and omnipresent, can man offer God anything of benefit to God? Would giving one’s life to God benefit God somehow? Would it be considered a legal detriment to man to give his life up to God? Would God be defrauded by man in receiving something of no inherent value to him?

As stated above in the verses related to offer and acceptance, God is not looking for a promise from man, he wants man to receive Christ, to believe, to have faith. He is not looking for a promise or an action. God is not looking for man to provide any consideration. God is not interested in entering a contract with man. Instead, he wants to make a gift. The Apostle Paul wrote that salvation is a gift of God (Ephesians 2:9). Whenever there is a gift, consideration flows one direction; nothing is given in exchange for a gift. Lacking the element of consideration prevents the plan of salvation from being considered a contract with God.

Capacity

For the sake of completeness, let’s examine the other two elements of contracts to see whether they would apply to God’s offer of salvation to mankind. The third element of a contract is capacity. Each party must have the ability to understand the legal significance of their agreement. Children and intoxicated persons are protected from those who would attempt to bind them to contracts that they do not understand. These parties to agreements can disaffirm them to avoid contractual liability whereas the other parties not lacking contractual capacity cannot disaffirm their obligations. A voluntary “meeting of the minds” is necessary to create a legally binding agreement. If one of the minds is immature or impaired, the law will protect the disadvantaged party.

Also, enemy aliens and those who have been adjudged by a court to be insane completely lack contractual capacity. Agreements they enter into are void; they cannot disaffirm them because they do not have impaired capacity but rather no capacity.

Does anyone lack capacity to enter into a relationship with Jesus Christ? Jesus said, “whosoever believeth in him should not perish, but have everlasting life” (John 3:16). The Apostle Paul wrote, “(f)or if, when we were enemies, we were reconciled to God by the death of his son, much more, being reconciled, we shall be saved by his life (Romans 5:10). Jesus is interested in the young and the old; the Jew and the Greek; enemies have capacity to be saved as we all were once his enemies.

Legality

What about legality? One cannot enter into a legally binding agreement to commit an illegal act. A woman hired a man to kill her husband. Shortly after she reported him missing, police found his body. Could her “hit man” sue her in court if she refused to pay him? Of course not. Agreements to bribe public officials, to hire a prostitute, or to conduct illegal gambling operations are also unenforceable because they contradict public policy or statutes.

Would entering into an agreement with God be illegal and therefore unenforceable? If we follow American law, the answer, fortunately, is no. In most of the world where English common law is followed, Christianity is also legal. However, in some Muslim, Buddhist, or Communist countries, Christianity is either strictly forbidden or religious practices associated with it are forbidden. Could one enter into a legal agreement with God in those countries? One would note that common law rules will not apply there. What if Christianity became illegal in countries that follow the common law? Would agreements with God still be enforceable?

Obviously no man-made court will decide this question. The only court with proper jurisdiction is in heaven. The Bible explains that God’s laws preempt man’s laws: “For my thought are not your thoughts, neither are your ways my ways, saith the Lord. For as the heavens are higher than the earth, so are my ways higher than your ways, and my thoughts than your thoughts” (Isaiah 55:8,9). Peter responded to the high priest in Jerusalem, “We ought to obey God rather than men” (Acts 2:29).

In conclusion, one does not enter into a contract with God, according to English common law. Although one might have contractual capacity and agree to the terms of God’s offer (which is legal in the United States), the agreement lacks consideration and therefore is not a legally enforceable contract.

Suretyship Agreements

However, other contract concepts can help us understand the relationship man has with God. The first to examine are guaranty contracts and suretyship. One who owes a debt might have a third party sign a contract as a co-debtor. If this third party has primary liability, he or she is a surety. In this case, the creditor can demand payment of the surety before or after demanding payment of the debtor. On the other hand, a guarantor has secondary liability. A guarantor cannot be held responsible for payment unless the creditor has sought payment from the primary debtor who then defaults on the debt.

The Bible tells us that “the wages of sin is death” (Romans 6:23). Our sin creates a debt. The writer of the book of Hebrews discusses the priesthood of Christ. Priests offer

gifts and sacrifices for sins. The covenant with Abraham could only cover sins, but “(b)y so much was Jesus made a surety of a better testament” (Hebrews 7:22). The story of the New Testament shows that Jesus became our co-debtor. We cannot pay the debt for our sin, whereas Jesus, our surety, paid the debt for us.

Assignment

Finally, an analysis of the relationship between man and God goes beyond a look at salvation and begins to examine the life of the Christian. A look at third party rights and obligations to contracts helps us do this. Quite often parties other than the original parties to a contract obtain rights or obligations related to its performance. Rights transferred to third parties are known as “assignments”; duties transferred are said to be “delegated.”

In discussing the work of the church, Paul wrote, “each one should retain the place in life that the Lord assigned to him and to which God has called him” (I Cor. 7:17 NIV). As children called of God, we are to consider the gifts that we have been given as rights assigned to us by God. We have rights as children of God. We are heirs, not only of salvation but of all things (Rom 8:17; Gal. 3:29; Gal. 4:7; Heb. 1:2).

The next section of this paper addresses various aspects of the law of agency as it relates to living out the Christian life. Jesus said, “to whom much is given much is also required.” Christians have been given eternal life and are joint heirs with Christ. In a sense, God has taken his children into the family firm; we have been made associates in the family business. As Christians are the “the body of Christ” we are His hands and feet on this earth. We are ambassadors for Christ or, in terms related to business, we are his agents.

II. Agency

Agency law is an important element of any course in business law, at the graduate or undergraduate level. Students are presented with a sometimes confusing array of terms (apparent authority, implied authority, respondeat superior) to illustrate the nuances of this topic. Often, students feel that agency law is modern-day artifice, a creation of only the industrial age without much connection to ancient history or even sociological or cultural contexts. By integrating Biblical stories and principles in the pedagogy of agency precepts, the student will learn not only that principal/agent relationships are replete throughout the Bible, in both the Old and New Testaments, but he or she, hopefully, will also discover a richer appreciation of the topic and a desire for closer examination of the Scriptures.

The co-author acknowledges the risk and difficulty of possibly imposing or being accused of imposing Western thought and contract principles on a Middle Eastern culture that existed over 2000 years ago, but the study of the Bible and agency principles are not inconsistent. Rather a close examination will show they are quite complementary in their focus on relationships, and the duties and responsibilities of people in the midst of a fiduciary connection.

An essential predicate of agency law is the concept that an agent represents or acts for another person or entity – that “another” is called a principal. The principal has the right to control the agent’s conduct in matters entrusted to the agent. A Biblical illustration of this principle occurs in Luke, Chapter 10, when Jesus sends out the Seventy-two to the towns and villages. He tells them in verse 16, “He who listens to you listens to me; he who

rejects you rejects me; but he who rejects me rejects Him who sent me,” which demonstrates the transparency of one acting on behalf of the other. In this case, the Seventy-Two were acting on behalf of Christ and ultimately the Father. Verse 17 goes on to say “the Seventy-two returned with joy and said, ‘Lord, even the demons submit to us in your name,’” further illustrating the point of acting on behalf of Christ by using the power of His name, such that even demons recognized that agency/power relationship. In many of the parables, Christ himself refers to his relationship to the Father as one of receiving power and authority directly and only through that relationship, a concept that is at the heart of almost every principal/agent alliance.

Agency relationships often are created by agreement, and evidence of that agreement can be in two major forms: express or implied Von Wedel v. McGrath, 180 F.2d 716 (3rd Cir. 1950); Restatement of Agency, sec. 37; White v. Consumers Finance Service, Inc., 339 Pa. 417, 15 A.2d 142 (1940); Restatement of Agency sec. 7, sec. 79. Express agency agreements exist as the result of a formal designation, in writing or verbally. Implied agency agreements are formed on the basis of conduct that infers the authority of one to act on behalf of another. Jesus’ baptism which anoints the beginning of His ministry is consistent with an official act that publicly manifests an express agency relationship. At Jesus’ baptism, John the Baptist stated, “I have seen and I testify that this is the Son of God.” (John 1:34) Moreover and more significantly is that Luke records the event with heaven opening and the Holy Spirit descending on Jesus in the form of a dove, with a voice from heaven stating, “This is my Son, whom I love; with you I am well pleased.” These manifestations indicate that authority to act for God was transferred to Jesus and that transfer was made public beginning at His baptism. Other examples of public anointing of a person to represent God’s nation and at His direction exist in the Old Testament where Saul was anointed in 1 Samuel 9-10, and when David was anointed in 1 Samuel 14:1-13.

Jesus goes on to say on many occasions in the Gospels of his acting only under the Father’s authority, often making his political enemies and the existing religious order furious since they claimed implied authority based on their position in Judaic society at that time. John 5:24-30 and John 8:42-47 are examples of Christ’s singularity of authority based on His relationship with the Father, and the consequences of not dealing directly or acknowledging the Father’s representation through Christ. (See also the famous passage of John 3:16 and John 17: 1-3. The implied authority of God is also shown by the many miracles Jesus performed. Paul’s handkerchief, the touch of which healed many people, was also evidence of implied authority from God (Acts 19:11). And in Acts 2:1-12, the evidence of the Holy Spirit was made known by the different language abilities suddenly used to further the Gospel.

Agency powers can exist by ratification as well. Ratification occurs when a principal ratifies prior conduct of someone who was not an agent at the time of the original act. An illustration of this is in the Old Testament surrounding the story of Hagar and Sarah. In Genesis 16, Sarai took Hagar to sleep with Abram, and a child was conceived in deception and in violation of God’s law. Yet, despite that sinful union, God’s angel tells the distraught Hagar that her descendants will be increased to the point where they will be too numerous to count. Moreover, in Genesis 21, after Hagar and her son Ishmael were banished from Abraham and Sarah’s community, God took care of her by leading her to water and telling her that Ishmael would be made into a great nation. “God was with the boy as he grew up,” thus indicating some sort of ratification of the original union between Abram and Hagar after the fact. Luke 16:1-8 is a parable illustrating the ratification of an act (by a manager/employee who cut in half the debts of several creditors) that was not authorized by a principal (in this case, his boss known as the “rich man”); the boss subsequently commends the manager/employee for doing just that and, in effect, ratifies the act.

Duties owed by an agent to a principal are often delineated in agency law. Agents must be loyal, obedient, perform their duties in a reasonably diligent and skillful fashion, and must give an accounting. John 17:1-12 and 17 illustrates the loyalty and obedience concepts that followers are expected to manifest in a modeled relationship between Jesus and the Father. The parable of the Ten Minas in Luke 19:11-27 demonstrates the concept of the expectation of quality performance expected by an employer/master of his employees/servants. Luke 16:1-2 illustrates the duty of accounting by the agent, wherein the manager is asked by his employer (the “rich man”) to “[g]ive an account of your management.”

The concept of respondeat superior (the liability of a principal for acts of an employee when the employee is acting within the scope of his or her employment) is illustrated in Acts 12:42-48, specifically verse 47 which states that employees who do not do what the boss wants, but engage in drunkenness or beat other employees will be dealt with harshly themselves – their acts will not be attributed to the principal. Unauthorized acts by an agent is demonstrated Biblically in Numbers 20:2-12, where Moses struck the rock for water instead of speaking to it as instructed by his principal, God; although water was obtained, the consequences were severe for Moses – he was not allowed to lead the Israelites into the Promised Land. Gamaliel invokes the concept of determining whether an act is authorized or unauthorized by God in testing whether the disciples are really representing God in Acts 5:34-39. He says in verse 39, “But if it is from God, you will not be able to stop these men; you will only find yourself fighting against God” – thereby noting that the continued growth of this new faith called Christianity as readily apparent by the acts of these agents would be a demonstration of their power and authority to engage in such authorized acts on behalf of and because of their fiduciary relationship with God.

Agency relationships can be terminated by one party, often the principal for illegal or unauthorized acts. An illustration of God’s removal of his power and authority from one of his representatives was in the story of Samson and Delilah, wherein Samson’s physical prowess and his representation of God’s power was withdrawn when his hair was cut, in violation of his vow and relationship to God.

Partners are considered agents for each other, and Paul speaks of this concept of partners in Philemon, verse 17, when he asks a Christian brother to take back and forgive a runaway slave who has become a Christian: “So if you consider me a partner, welcome him as you would welcome me.” Partnering relationships in the context of the early church as seen in Acts and in the special brotherhood and sisterhood referred to by Peter and Paul among all Christians is a topic that can be explored in great depth by a teacher. Moreover, a useful topic for an extra credit assignment and further development of agency/partnership is the Trinity and the relationship (heirship concept) between God the Father and his believing children, who are agents for God on this earth. In the Appendix is a suggested extra credit assignment to flesh out some of these points, but to also demonstrate that legal concepts of agency and partnership can only explain part, not all, of our faith relationship with our God and Savior and each other.

Conclusion

It is often too easy for Christian faculty to focus on the content of their course without identifying points of intersection between the particular discipline and the Christian faith. However, because American law is rooted in biblical concepts and the Bible is filled with examples related to legal concepts, Business Law faculty should have no major difficulty finding points of nexus between the course content and the Scriptures. As illustrated

above, the topics of contracts and agency are ripe for a harvest of meaningful faith-learning integration.

Students at Christian colleges particularly appreciate the efforts their professors take to integrate biblical concepts with their course content. At the cognitive level, we cannot expect our students to integrate their faith with their discipline unless we show them how. Secondly, in the affective domain, a discussion or an assignment that gets students thinking about whether they enter a relationship with God via a contract can be a key opportunity to help students wrestle with faith issues. Also, a discussion of how the Christian life can be compared with a principal-agent relationship may help students to understand more clearly the concept of vocation as well as the work of the Church in fulfilling the cultural mandate.

Finally, from an organizational perspective, this is a value-added activity that serves to differentiate a Christian business education from a secular one. Many students wish to attend Christian colleges because of the values-based education and the faith-learning integration they say they offer. Too often, Christian colleges fall short of their promotional promises. Many schools rely on adjunct faculty, usually local attorneys, to teach Business Law. For this reason, if business program chairs or deans consider relying on adjunct faculty to teach Business Law, they should carefully consider the opportunities for faith-integration and hire only those who are willing and able to lead students through discussions like those described above.

Appendix A

Extra Credit Assignment #1 - Business Law – Contracts

- (1) Read the attached pages on the four spiritual laws and answer the following:
- (a) Under the common law, would the promises given create an enforceable contract if accepted (consider all four laws as part of one agreement; not as four separate agreements)? If so, show how each of the elements have been satisfied. If not, explain why this would not create an enforceable contract.
 - (b) How would promissory estoppel apply to this situation?
 - (c) How would the equitable theory of quasi-contract apply to this situation?
 - (d) If more than one theory would apply, which one would you argue for? Why?
- (2) Although English common law is rooted in the Judeo-Christian tradition, some alterations from the biblical basis have occurred. How are God's laws are different from man's laws?

For up to ten (10) extra credit points, answer the questions above in an essay of no more than three (3) type-written pages (double spaced). This assignment will be collected November 23.

Support your arguments with as much information as possible. The following outline may be helpful.

A. Elements of a Contract

1. Agreement

a. Offer

- i. Present intent (Rev. 3:20; John 3:16)
- ii. Communicated to offeree (Heb. 9:15; Rom. 10:17; Acts 2:39)
- iii. Definiteness of terms (Rom. 3:21-24,28; Rom. 6:23)
- iv. Termination of offers

b. Acceptance

- Mirror image rule (John 13:20; John 1:12; Eph. 2:8,9; Rom. 10:9,10; Rom. 10:13)

2. Consideration

- a. Legal sufficiency (Matt.16:26; Job 22:2)
- b. Act or Promise (unilateral or bilateral)

3. Capacity

4. Legality

B. Defenses

1. Genuineness of assent

- a. Mutual mistake of fact
- b. Fraud
- c. Duress

2. Statute of Frauds

C. Discharge

- 1. Conditions (Luke 12:8; I John 4:15)
- 2. Breach (Rom. 11:29)

Extra Credit Assignment #2 - Business Law – Agency

Using your knowledge of the agency principles we have examined in class, write an essay discussing the principal/agent relationship that exists or does not exist within the Trinity – between God the Father, Jesus the Son, and the Holy Spirit. You may also discuss Them as Partners with different duties/priorities/skills. Please be specific with particular citations to Scripture.

Also, discuss how the Trinity cannot be fully explained using agency/partnership principles, with specific reference to the non-duty design on behavior.