

When the 3rd party has fixed the price, but the price is unreasonable: there are four possible solutions

1. The contract of sale is valid, notwithstanding the unfair price. In the absence of mala fides the contract of sale holds.
2. The contract of sale is invalid because the parties intended the price to be reasonable.
3. The sale is valid but the aggrieved party is not bound by the unjust determination of the price as the court has the general power to correct such determination.
4. The sale is valid but the aggrieved party is not bound by the unjust determination of the price as the court has the general power to correct such determination, but the other party may elect whether to abide or not by the courts determination.

Determination of the price by one of the contracting parties

The parties cannot entrust the determination of the price to one party. The court suggests that a term in the contract conferring that one of the parties is to determine the price is valid.