

## Contracts

Bilateral – promise for a promise

Unilateral – promise for an act

Written, Oral, Standard Form

**Objective theory** – what a reasonable person would have done in the position of parties -  
**Hillas & Co v Arcos**

Discount need for **offer and acceptance analysis**

- When “manifestation of **mutual assent** which bespeaks **ITCLR**” – **Branir v Owston Nominees 2001**
- **Implied acceptance** through acting consistently in terms with the offer – **Brambles v Bathurst City Council 2001**

## Offer

**Pharmaceutical Society v Boots Cash Chemists 1953** – invitation to treat not an offer, offer made by person taking to counter, acceptance by cashier of money

**Payne v Cave** – auctions, bids are offers, acceptance of highest bid

**Carlill v Carbolic Smoke Ball** – **unilateral**, offer can be made to world, detriment as consideration

### Revocation of offer

- **Goldsbrough Mort v Quinn** – offer can be **revoked** any time before acceptance, even when promised to keep offer open for certain period **Routledge v Grant**
- **Byrne v Van Tienhoven** – offeror’s revocation must be communicated to offeree, but not necessarily by offeror, notification by third party sufficient

### Acceptance in time

- **Dencio v Zivanovic** – offer must be accepted within reasonable time
- **Financings v Stimson** – offer can lapse if there is a change of circumstances – car not in same condition

### Rejection of offer

- **Hyde v Wrench** – when offer rejected, cannot change mind and accept

### Counter offer or request for information?

## Acceptance

Acceptance must be absolute and unqualified

*R v Clarke* – acceptance must be made in reliance on offer

*Felthouse v Bindley* – silence is not acceptance, however depends on previous dealings  
(*Boyd v Holmes*)

*Bressan v Squires* – postal acceptance effected at **time of posting** not receipt, appropriate means of communication, not revocations of offers or acceptance/instantaneous modes