

Concept	Case Law	Facts
<b>DOC - MANUFACTURER TO CONSUMER</b>	<b>Donoghue v Stevenson</b>	<ul style="list-style-type: none"> <li>• Snail in Bottle</li> </ul>
<b>INVITATION TO TREAT/OFFER</b>	<b>Harvey v Faces 1893</b>	<ul style="list-style-type: none"> <li>• Court held that Harvey's "acceptance of Facey's offer" was in fact just an <i>offer</i> to buy at the price stated.</li> <li>• Harvey's reply was an answer to a clear question — lowest price Facey would accept if he were to sell</li> <li>• Contract only made if Facey <i>accepted the offer</i> from Harvey, which <u>he did not</u>.</li> </ul>
	<b>Pharmaceutical Society of Great Britain v Boots Cash Chemists Ltd 1952</b>	<ul style="list-style-type: none"> <li>• Shop display/advertisement = invitation to treat</li> <li>• Shop display/advertisement = invitation to treat</li> <li>• Court held that placing of goods on shelf = Invitation to treat, and the "offer" was made to the cashier, who "accepted" under supervision of pharmacist.</li> </ul>
<b>SALES PUFF/OFFER</b>	<b>Carlill v Carbolic Smoke Ball Co 1893</b>	<ul style="list-style-type: none"> <li>• Court <i>rejected</i> defendant's arguments that the advertisement was a mere puff and was too vague to constitute a definitive offer</li> <li>• Offer made to world at large</li> <li>• Capable of being accepted by anyone who performed conditions set out in offer</li> </ul>
	<b>Leonard v PepsiCo</b>	<ul style="list-style-type: none"> <li>• Court held that the advertisement was mere puffery because of its comical nature</li> <li>• A reasonable person could not conclude that Pepsi Co was offering a harrier Jet to anyone who collected 7,000,000 'Pepsi points'</li> </ul>
<b>REVOCATION OF OFFER — MUST BE COMMUNICATED</b>	<b>Byrne &amp; Co v Leon Van Tienhoven &amp; Co</b>	<ul style="list-style-type: none"> <li>• Court held that withdrawal of offer was ineffective</li> <li>• Offer could be revoked at any time <i>before acceptance</i></li> <li>• But revocation not effective until communicated to offeree</li> <li>• At time of Byrne's acceptance, they were unaware that offer had been withdrawn</li> </ul>
<b>POSTAL ACCEPTANCE RULE</b>	<b>Adams v Lindsell 1818</b>	<ul style="list-style-type: none"> <li>• Court held that defendant was liable</li> <li>• Postal rule applied because parties expected the post would be used as a method of acceptance (on the facts)</li> <li>• Therefore contract made when Adams posted the letter of acceptance</li> <li>• Lindsell as not able to uphold his contractual obligations, therefore <i>breach of contract</i></li> </ul>
	<b>Bresson v Squires 1974</b>	<ul style="list-style-type: none"> <li>• General rule = acceptance of an offer must be communicated to</li> </ul>