

#### Lecture 4 - Contracts I

- Harvey v Facey (1893)
  - ↳ Response to request for information is not an invitation to treat
- Granger & Sons v Gough (1896)
  - ↳ Price lists are not offers, rather invitations to treat
- Pharmaceutical Society of Great Britain v Boots Cash Chemists (1953)
  - ↳ Invitation to treat is an invitation to make an offer
- Fisher v Bell (1961) - flick knife 'sale'
  - ↳ Displays of goods are not offers
- Goldsborough Mort v Quinn (1910)
  - ↳ Revocation of offer may occur any time before acceptance
- Dickinson v Dodds (1876)
  - ↳ Revocation valid if offeree becomes aware of revocation before acceptance
- Mobil Oil Australia Ltd v Lyndel Nominees Pty Ltd (1998)
  - ↳ If revocation occurs while offeree is in process of accepting, revocation is effective but offeror is liable for damages to offeree
- Hyde v Wrench (1840)
  - ↳ Counter offer involves rejection of initial offer and new offer made
- The Crown v Clarke (1927)
  - ↳ Only the exact offer made can be the one accepted by the offeree
- Brogden v Metropolitan Railway Company (1887)
  - ↳ Acceptance can be implied by acting consistently with the terms of the offer
- Felthouse v Bindley (1862)
  - ↳ Acceptance must be communicated for bilateral offers
- Carlill v Carbolic Smoke Ball Co (1893)
  - ↳ Communication of acceptance may not be required for unilateral contracts
- Masters v Cameron (1954)
  - ↳ 'Conditional' acceptance can be ok if it doesn't involve big change to contract

#### Lecture 5 - Contracts II

- Balfour v Balfour (1919)
  - ↳ Familial arrangements are presumptively non binding - presumed no intent
- Ailakis v Olivero (2014)
  - ↳ Business arrangements are presumptively bindings - presumed intent
- Chappell & CO v Nestle (1960) - wrappers are consideration
  - ↳ Consideration can be of no value and still be valid if it is stipulated
- White v Bluett (1823) - promise to "stop complaining"
  - ↳ Consideration cannot be too vague, must be sufficient