

Fundamentals of Contracts Law – Notes

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- Certainty

- Lapse of Offers
- Elements of Formation
 - Offer and acceptance
 - Consideration
 - Intention
 - Certainty
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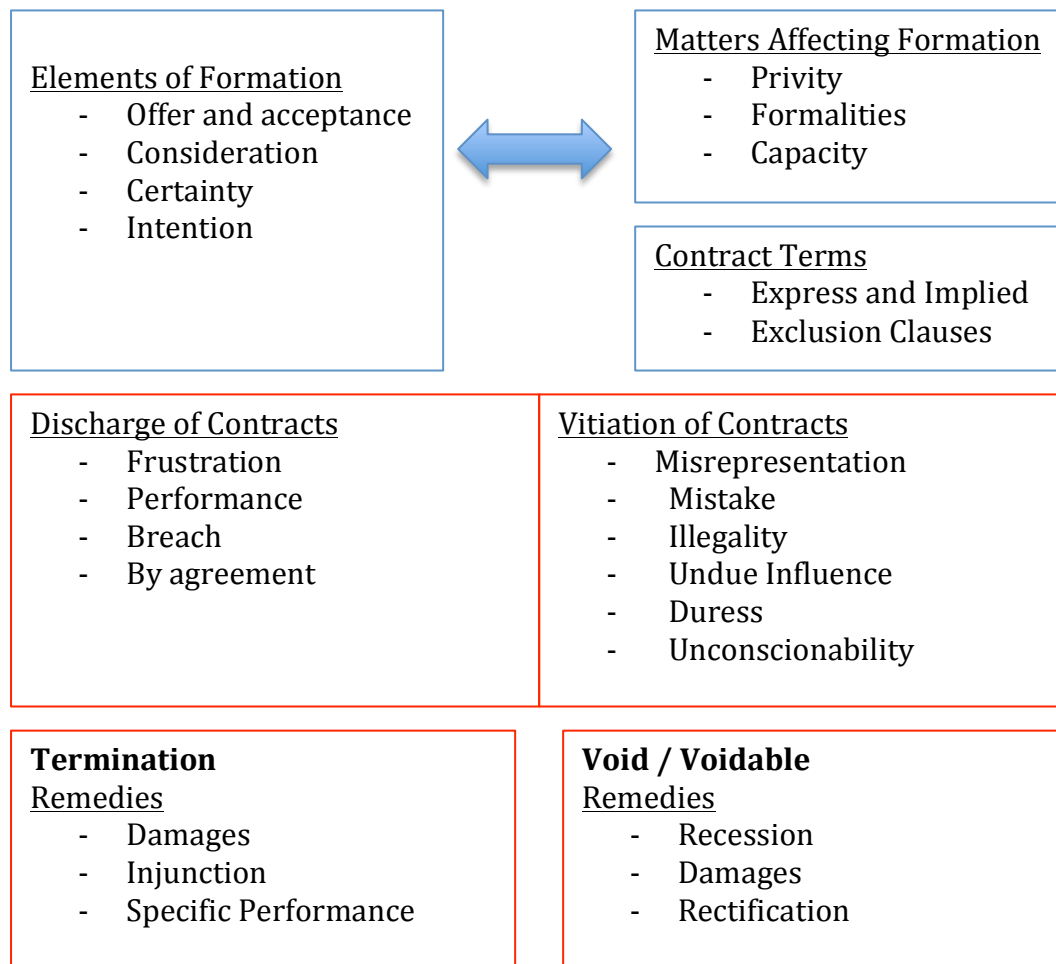
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1. Introduction to Contract Law

- Contracts are an integral part of business and society. Under the classical view, contract enables parties to create their own private law.
- Over time, judicial and legislative intervention has eroded the freedom of contract idea (e.g. Australian Consumer Laws). These cannot be contracted out of (the Goods Act).
- We consider here the function of contract law and introduce some basic principles
- Courts only interfere with the terms / contents of a contract in a particular circumstances. People are free to enter into contracts.

* Relationships in contracts, subjective intentions. When intervening, courts are always objective.



What is a contract?

Definitions:

The question "What is a contract?" elicits a variety of responses:

‘A promise or set of promises which the law will enforce’: Pollock

‘An agreement giving rise to obligations which are enforced and recognised by law’: Treitel