

Commercial Law – BTC1110  
Table of cases and examples.

Topic Related To	Case Name	Short Explanation
<u>Mere Puffery</u> : A statement containing over exaggerated claims and assertions about products or services that no reasonable person would take seriously.	Leonard v Pepsi	The court said the advertisement was not clear, definite and explicit enough to constitute a true offer.
<p>Invitation to Treat: An indication of willingness to deal, trade or negotiate.</p> <p><b>** Note that Auctions are Invitations to Treat, and the bidding from the prospective buyer is when offers are being presented. **</b></p>	Pharmaceutical Society of GB v Boots CC	The Pharmaceutical Society of Great Britain argued that the offer was when the products were on the shelf, however this was only an invitation to treat, and Boots claimed that the offer was made BY the customer when they placed the drugs into the basket.
Revocation: The revocation of an offer must be communicated to the offeree before acceptance.	Byrne v Van Tienhoven	The offeree accepted by post before the letter reached him about withdrawal of the offer. They therefore had an agreement – Notes that postal rules are not relevant to this unit anymore!
Options: a promise to keep an offer open for a period of time, given that consideration was provided.	Goldsborough, Mort & Co Ltd v Quinn	Before the week, the defendant revoked the offer to purchase the property. However, because the consideration was given, the option had to be given to the plaintiff (as they were in a binding contract.)