

LAWS104 – CONTRACTS: Case List and Citations

Areas Covered:

Agreement

Capacity

Certainty and Completeness

Consideration

Construction

Discharge by Agreement

Discharge by Breach

Discharge by Frustration

Discharge by Performance

Duress

Equitable Estoppel

Exclusion Clauses

Express Terms

Illegality

Implied Terms

Intention

Misleading or Deceptive Conduct

Misrepresentation

Mistake

Privity

Requirement of Writing

Unconscionability

Undue Influence

Agreement

Gibson v Manchester City Council [1979] 1 All ER 972.

-agreement only exists when there is a clear offer mirrored by a clear acceptance

Pharmaceutical Society of Great Britain v Boots Cash Chemists [1953] 1 QB 401.

-display of goods is not an offer, offer is made by customer at counter

Carlill v Carbolic Smoke Ball Co [1893] 1 QB 256.

-offer to public was valid if they did the thing required

Blackpool & Fylde Aero Club v Blackpool Borough Council [1990] 3 All ER 25.

-process contracts, call for tenders can contain an offer

Hyde v Wrench (1840) 49 ER 132.

-counter offer cancels original offer

Stevenson Jacques & Co v McLean (1880) 5 QBD 346.

-asking for clarification of terms is not rejection

Dickinson v Dodds (1876) 2 Ch D 463.

-knowledge of revocation can come from an outside source

R v Clarke (1927) 40 CLR 227.

-act of acceptance must be in response to offer

Henthorn v Fraser [1892] 2 Ch 27.

-postal acceptance valid at time of posting

Butler Machine Tool Co v Ex-Cell-O Corp [1979] 1 All ER 965.

-battle of the forms, applied traditional rules of offer, counter offer and acceptance

Clarke v Dunraven [1897] AC 59.

-By accepting terms of yacht race, YRA competitors entered contract with each other

Consideration

Coulls v Bagot's Executor & Trustee Co (1967) 119 CLR 460.

-only parties who have given consideration may enforce

Glasbrook Bros v Glamorgan County Council [1925] AC 270.

-going above and beyond public duty is consideration, extra police protection

Williams v Roffey Bros & Nicholls [1991] 1 QB 1.

-doing something you wouldn't otherwise do is consideration, even if you had a previous obligation to do it

Hercules Motors v Schubert (1953) 53 SR (NSW) 301.

-forbearance to sue is consideration, regardless of if claim would succeed in court

Pinnel's Case (1602) 77 ER 237.

- part payment of debt not consideration for creditor's promise to forgo the balance

Foakes v Beer (1884) 9 AC 605.

- part payment of debt not consideration for creditor's promise to forgo the balance

Pao On v Lau Yi Long [1980] AC 614.

- a promise to perform a pre-existing contractual obligation to a third party can be good consideration

Australian Woollen Mills v The Commonwealth (1954) 92 CLR 424.

-doing something you were going to do anyway is not consideration

Roscorla v Thomas (1842) 3 QB 234.

-unsound horse, past contract not consideration for warranty made after contract

Equitable Estoppel

Dillwyn v Llewellyn (1862) 45 ER 1285.

-proprietary estoppel

Waltons Stores v Maher (1988) 164 CLR 387.

-promissory estoppel, Waltons knew

Intention

Balfour v Balfour [1919] 2 KB 571.

-marriage situation meant no intention to be legally bound

Jones v Padavatton [1969] 2 All ER 616

-mother daughter, no intention

Ermogenous v Greek Orthodox Community of SA (2002) 209 CLR 95

-possible to enter a contract of employment regarding religious roles

Certainty and Completeness

Booker Industries v Wilson Parking (1982) 149 CLR 600

-saying an arbitrator will decide something does not detract completeness

Masters v Cameron (1954) 91 CLR 353

-memorandum of a contract does not create binding contract

Whitlock v Brew (1968) 118 CLR 445.

-use of wording: 'terms as commonly govern such a lease' was uncertain

Capacity

Hamilton v Lethbridge (1912) 14 CLR 236.

-contracts made on behalf of minor imposing continuing obligation are binding

Minors (Property & Contracts) Act 1970 (NSW).

Section 19

“Where a minor participates in a civil act and his or her participation is for his or her benefit at the time of his or her participation, the civil act is presumptively binding on the minor.”

Section 18

“This Part does not make presumptively binding on a minor a civil act in which the minor participates, or appears to participate, while lacking, by reason of youth, the understanding necessary for his or her participation in the civil act.”

Section 20

With dispositions of property, s 20 provides that the consideration given or received by the minor must not be manifestly excessive or manifestly inadequate.

Matthews v Baxter (1873) LR 8 Exch 132.

-If intoxicated at time, but ratify contract later, you're bound