

CONTRACT

LAW 1

NOTES

TABLE OF CONTENTS

OFFER	3
ACCEPTANCE	Error! Bookmark not defined.
CONSIDERATION	Error! Bookmark not defined.
INTENTION	Error! Bookmark not defined.
FORMALITIES	Error! Bookmark not defined.
CERTAINTY AND COMPLETENESS	Error! Bookmark not defined.
EXPRESS TERMS	Error! Bookmark not defined.
IMPLIED TERMS	Error! Bookmark not defined.
THE IMPLIED DUTY OF GOOD FAITH	Error! Bookmark not defined.
CONSTRUCTION OF TERMS	Error! Bookmark not defined.
THE PAROL EVIDENCE RULE (“PER”).....	Error! Bookmark not defined.
CLASSIFICATION OF TERMS.....	Error! Bookmark not defined.
TERMINATION FOR REPUDIATION	Error! Bookmark not defined.
TERMINATION FOR DELAY	Error! Bookmark not defined.
RIGHT TO ELECT.....	Error! Bookmark not defined.
ESTOPPEL	Error! Bookmark not defined.
RESTITUTION.....	Error! Bookmark not defined.
MISTAKE.....	Error! Bookmark not defined.
MISREPRESENTATION.....	Error! Bookmark not defined.
MISLEADING AND DECEPTIVE CONDUCT	Error! Bookmark not defined.
DURESS	Error! Bookmark not defined.
UNDUE INFLUENCE	Error! Bookmark not defined.
UNCONSCIONABLE DEALING	Error! Bookmark not defined.
REMEDIES.....	Error! Bookmark not defined.

OFFER

DEFINITION: An offer is an expression of willingness to enter into a contract on certain terms.

- A proposal only amounts to an offer if the person making it indicates that an acceptance is invited and will conclude the agreement between the parties.
- In *Brambles Holdings Ltd v Bathurst City Council*, Heydon JA suggested that an offer must take the form of a proposal for consideration which gives the offeree an opportunity to choose between acceptance and rejection.

OFFERS TO THE WORLD AT LARGE

DEFINITION: An offer made to the whole world, which could be accepted by any person who performed the conditions on the faith of that offer.

EXAMPLE: *Carlill v Carbolic Smoke Ball*

- Defendants manufactured and sold a device called the 'Carbolic Smoke Ball,' which claimed to prevent colds and influenza.
- Placed an advertisement in the paper which stated that a 100 pound reward would be paid to any person who contracted influenza after having used the device three times daily for two weeks, and '1000 pounds is deposited with the Alliance Bank, Regent Street, shewing our sincerity in the matter.'
- Carlill contracted influenza, and sought the 100 pound reward.
- The English Court of Appeal determined that a reasonable person in the position of Carlill would see the advertisement as an offer and could be accepted by anyone who performed the conditions. It paid special consideration to the 1000 pounds deposited with the Bank as it showed Carbolic's manifested intention to uphold the promise.