

A	<i>ACCC v Dell Computer Pty Ltd (2002)</i>	False or misleading representation Goods and services (s29) statement about price in relation to goods and/or services may give rise to a misleading impression of price & therefore be actionable	Price of computer did not include delivery which was compulsory	73	Page 317 13.350
A	<i>ACCC v Lux Distributers Pty Ltd (2013)</i>	Unconscionable Conduct- consumer & business (s21)	Vacuum cleaner sales	69	Page 309 12.250
A	<i>Adams v Lindsell (1818)</i>	Postal acceptance rule (rules relating to post)	- Postal acceptance rule applied	31	86 (3.320)
A	<i>Anderson v Glass (1868)</i>	Rule 3 of consideration - Future and past consideration	- Higher wages for work already done	36	113 5.70
A	<i>Allcard v Skinner (1887)</i>	Undue influence (genuine consent) - Action must commence within a reasonable time or right to rescission may be lost	- Facts not in text, only legal principles	46	Page 163 7.860
A	<i>Ascot Four Pty Ltd v ACCC (2009)</i>	False or misleading representation Goods and services (s29) statement about price in relation to goods and/or services may give rise to a misleading impression of price & therefore be	- Strike through price (was \$x now \$Y) was not what consumers would have paid prior to the sale	73	317 13.370

				note s no.
1	Consideration must be sufficient but need not be adequate	<ul style="list-style-type: none"> ➤ Consideration Must have value that is recognised by law ➤ Court will not assess whether the consideration is adequate, as that is for the parties to decide 	<i>Thomas v Thomas</i> (1842)	35
2	Consideration must not be illusory	<ul style="list-style-type: none"> ➤ Court must be able to identify the value that is the consideration. Otherwise court will declare the consideration provided to be so vague as to be illusory and therefore no consideration 	<i>White v Bluett</i> (1853) And <i>Chappell & Co Ltd v Nestle Co Ltd</i> [1960]	36
3	Consideration may be executed (present) or executory (future) but cannot be consideration	<ul style="list-style-type: none"> ➤ Present Consideration - act done in return for a promise – e.g. reward situation ➤ Future Consideration - parties exchange promises - each promise being consideration for the other ➤ Past consideration – is <i>not</i> normally good consideration because promise is given after an act is done 	<i>Anderson v Glass</i> (1868)	36
4	Exception to the past consideration rule	<ul style="list-style-type: none"> ➤ Past consideration (promise is given after an act is done) can only be good consideration if it can be shown that: <ul style="list-style-type: none"> - it was provided <u>and</u> done at the promisor's request; - the parties understood that the act would be remunerated either by 	<i>Pao On v Lau Yiu Long</i> [1980]	36

I	Innocent Misrep	Misstatement of material fact, not known to be false, made by one party or another, which induces the other to enter into a contract	Page 154 7.570	44	<i>Oscar Chess Ltd v Williams</i> [1957] <i>Redgrave v Hurd</i> (1881)
I	Innominate Term	Not necessarily identified by the parties as a condition or warranty but which, depending on the consequences of the breach, may operate a condition	Page 201 9.180	52	
I	Intention	Not normally expressly stated or obvious. Therefore the courts have to determine objectively whether the parties intended the agreement to be legally enforceable	Page 101 4.140	32	
I	International Law	Concerned with regulating the conduct between nations		6	
I	Implied contract	Is one implied from the conduct of the parties e.g. taxi	Page 64 2.80	27	
I	Implied Terms	Not expressly stated by the parties but may be implied to give 'business efficacy' to the contract	Page 217 9.440	57	<i>The Moorcock</i> (1889)
I	Invitation to treat	Indication of willingness to deal or trade, offer to make an offer	Page 70 (3.30)	29	pharmaceutical society of great Britain V boots cash chemist (1952) <i>Grainger v Gough</i> [1896]

1. **Literal (or plain meaning) rule** – give the **literal** (ordinary) meaning to the words used in the legislation, consulting dictionaries, even if it leads to an **absurd result**
 - Take it literally, taken it to its main meaning
2. **Golden rule** – if a literal interpretation would lead to an **absurdity**, words given a meaning that would **avoid the absurdity**
 - Reject the original meaning of the word
3. **Mischief rule** – “Purposive Approach” - search for the **mischief (defect)** which a statute was intended to remedy
 - Search for the defect- why did they create this rule? What were they trying to fix

3. The Australian Court System: Roles and Parties:

- **The role of courts, police & others**
 - Police enforce and uphold the laws created by other authorities (community guardians of the peace), armed forces (guardians of the ‘nation’ state) and penal services who are responsible for the convicted person’s punishment & rehab
 - Courts interpret the law, and impose a legally binding decision on the parties to the dispute which the police and others may enforce
 - **Solicitors and Barristers**
 - Solicitors (Legal practitioners): most of their work is of a non-litigious nature such as conveyancing, preparation of wills, commercial, family law matters, preparation of court documents
 - Barristers: Generally do not deal directly with the public, though in most states they now can. Their main roles are preparation of legal opinions, and court appearances
 - **Judges**