

LAWS1075 Final Exam Notes:

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Express Terms:		
Topic:	Relevant Law:	Steps:
Methods of Incorporation:		
Incorporation by Notice:	<ol style="list-style-type: none"> 1. '[Plaintiff] may prove that [defendant] is bound to their promise to [conduct] through incorporation by notice.' 2. To establish this, the court must find that the terms were available to [plaintiff] before the contract's formation, and that reasonable steps were taken to bring these terms to their knowledge or notice (<i>Oceanic Sun Line; Thornton</i>). On the facts....' 	
Incorporation by Signature:	<ol style="list-style-type: none"> 1. '[Plaintiff] may prove that [defendant] is bound to their promise to [conduct] through incorporation by signature.' 2. As established in <i>L'Estrange</i> and affirmed in <i>Toll</i>, a party is bound to the terms they have signed, regardless of whether they read the document in question. The signatory must appear to the reasonable person to have intended to be bound to the contract, which must take a valid contractual form (<i>Curtis v Chemical Cleaning</i>). On the facts...' <p>Consider (voiding factors):</p> <ul style="list-style-type: none"> - Fraud, misrepresentation or non est factum (<i>Toll</i>). 	
Incorporation by Course of Dealings:	<ol style="list-style-type: none"> 1. '[Plaintiff] may prove that [defendant] is bound to their promise to [conduct] through incorporation by course of dealings.' 2. To establish a course of dealings, the court must find that the parties' course of conduct was uniform and regular before the agreement in question (<i>McCutcheon; Balmain New Ferry Co Ltd</i>). Moreover, it must establish that the document relied upon in prior transactions was reasonably considered a contractual document (<i>Rinaldi</i>). On the facts...' 	