

JURD7150 / LAWS1150

Principles of Private Law

THE EXAM BIBLE

Scenario-first, open-book ready.

T1 2026 • 2hr in-person • 1 problem + 1 essay • 50%

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Woolworths Ltd v Kelly

New South Wales Court of Appeal

JURD7150 | Week 2A | Contracts • Consideration • Sufficiency

Facts:	Woolworths employed Kelly and agreed that Kelly would be paid a fixed salary plus commission. Woolworths later sought to reduce Kelly's pay. Kelly claimed that his performance as an employee constituted consideration for the compensation arrangement. Woolworths argued that continued employment itself does not provide new consideration for modified terms.	
Issue:	Whether an employee's continued performance of duties constitutes sufficient consideration for a modification of pay arrangements. Does existing employment provide consideration for new contractual terms modifying compensation?	
Holding/ Decision:	The Court held that an employee's continued performance of their duties does constitute consideration. Where an employee continues to work at the employer's request and under modified terms of compensation, the continued performance provides consideration for those modified terms.	
Ratio:	Consideration requires a bargain where something is given in exchange for a promise. In employment contracts, continued performance of duties at the employer's request constitutes consideration. The fact that the employee may have been under an existing obligation to perform does not prevent continued performance from constituting new consideration for modified terms where the employer seeks that continued performance.	
Reasoning:	Majority (Priestley JA)	Dissenting
	- Priestley JA held: 'The employee's continued performance of his duties at the employer's request constitutes consideration for modified compensation terms' - The court stated: 'Continued performance, requested by the employer under new terms, is the price for which the employer's promise to pay the new compensation is bought' - Emphasis was placed on: 'The sufficiency of consideration depends on whether something of value is given, not on prior legal duties'	No dissent noted.
Obiter:	- Discussion of consideration in context of modifications to existing contracts - Consideration of when pre-existing duties can provide new consideration	
Notes:	Legal Significance: - Clarified sufficiency of consideration in employment modification contexts - Established that continued performance requested by another provides consideration - Applied to distinguish between pre-existing duties and new consideration Application: - Applied to employment contract modifications and variations - Used to determine when changes to pay and conditions are enforceable Connections: - Builds on Australian Woollen Mills bargain theory in employment context - Contrasts with pre-existing duty rule that would prevent consideration	
Citation:	(1991) 22 NSWLR 189 (NSWCA)	

Roscorla v Thomas

Court of Queen's Bench

JURD7150 | Week 2A | Contracts • Consideration • Past Consideration

Facts:	Roscorla purchased a horse from Thomas. After the purchase was complete and Roscorla had paid, Thomas promised that the horse would be sound and free from defects. Roscorla accepted the horse but later discovered it was not as warranted. Roscorla sought to enforce Thomas's promise as a binding contract.
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	direct force in battery?	
Holding/ Decision:	The throwing of the lit squib was a direct application of force that caused injury, even though others intervened by throwing it away. The defendant was liable for battery despite the intervening actions, as they were foreseeable reactions to a dangerous object.	
Ratio:	Battery requires a direct application of force, but this includes acts that set in motion a direct force even if intervening acts occur. Where the intervening acts are a natural and foreseeable response to the defendant's dangerous conduct, they do not break the chain of liability.	
Reasoning:	Majority (Court of King's Bench)	Dissenting
	- The throwing of the squib was a direct application of force even though it passed through others' hands - The natural and foreseeable response of throwing away the squib does not break the chain of causation - The defendant is liable because the injury flowed directly from the initial wrongful act of throwing the dangerous object	No dissent noted.
Obiter:	- The distinction between direct and indirect harm is important but not absolute when intervening acts are foreseeable - The concept of 'direct force' extends beyond immediate physical contact	
Notes:	Legal Significance: - Establishes that battery encompasses direct application of force even through intermediate actions - Shows that the 'natural and foreseeable' test applies to break chains of causation in tort law - Demonstrates that intentional torts require consideration of foreseeable consequences Application: - Courts assess liability by considering whether intervening acts are natural and foreseeable responses to the defendant's conduct Connections: - Contrasts with <i>Tuberville v Savage</i> on the meaning of 'direct' in assault and battery - Foundational to understanding causation in intentional torts - Influences later development of foreseeability in negligence law	
Citation:	(1773) 3 Wils KB 414	

Trevor v South Australia (No 5)

Supreme Court of South Australia

JURD7152 | Week 1 | Torts • Battery • False Imprisonment • Indigenous Peoples • Unlawful Detention • Assault

Facts:	Trevor, an Indigenous Australian, was arrested and detained by South Australian police on the basis of mistaken identity. He was subjected to assault and false imprisonment. The police had no reasonable basis to believe he had committed any offense.	
Issue:	What constitutes unlawful detention and false imprisonment? Are police entitled to detain without proper authority? What remedies are available for wrongful detention and assault by state officials?	
Holding/ Decision:	The detention was unlawful and constituted false imprisonment. The police lacked proper authority to detain Trevor, and the assault during detention was actionable. The state was liable for the wrongful actions of its police.	
Ratio:	False imprisonment occurs when a person is detained without lawful authority or justification. Police have no general power to detain based on suspicion alone; reasonable cause or statutory authority is required. Assault accompanying unlawful detention is independently actionable.	
Reasoning:	Court (Supreme Court of South Australia)	Dissenting
	The detention was unlawful because the police	No dissent noted.