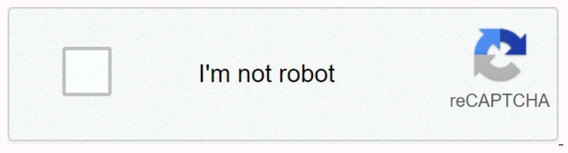


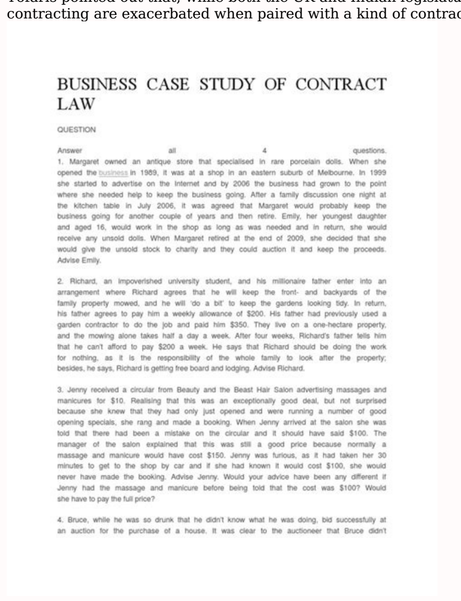
Continue

Contract law case studies with solutions

Contract law case study examples. Law case study examples with solutions. Contract law case studies with solutions pdf. Famous contract law cases. Contract law case examples.

Once a year, the Program on Negotiation at Harvard Law School selects an outstanding individual who embodies what it means to be truly great negotiation case studies examples. To earn the Great Negotiator Award, the honoree must be a distinguished leader whose lifelong accomplishments in the field of dispute resolution and negotiation have had compelling and lasting results. To help students and professionals learn valuable lessons from these highly skilled negotiators, our Teaching Negotiation Resource Center (TNRC) offers the Great Negotiator Series featuring in-depth negotiation case studies such as Stuart Eizenstat: Negotiating the Final Accounts of World War II and Lakhdar Brahimi: Negotiating a New Government for Afghanistan. Stuart Eizenstat: Negotiating the Final Accounts of World War II – Featured Negotiation Case Study This factual case study examines former EU Ambassador, Deputy Treasury Secretary, and Special Representative to the President Stuart Eizenstat's career as a negotiator, with special emphasis on his work negotiating reparations for victims of the Holocaust. onn over ear headphones manual As a result of these efforts, Eizenstat received the Program on Negotiation's 2003 Great Negotiator Award. Designed to spark class discussion, this case study features a variety of strategic issues including: Facilitating negotiations among multiple governments and industries Addressing volatile and important issues such as reparations for slave and forced labor, confiscated property (including looted art and frozen bank accounts), and unpaid insurance policies Handling large dollar value settlements – ultimately, $8 billion for victims of the Nazis Exploring new approaches to the search for justice to right historical wrongs Order copies here. This case may be used alone or in conjunction with the Great Negotiator 2003: Stuart Eizenstat video, available separately. Here is a short clip from that video: Lakhdar Brahimi: Negotiating a New Government for Afghanistan – Featured Negotiation Case Study This factual case study examines former U.N. Special Envoy Lakhdar Brahimi's involvement in negotiating an interim Afghan government after the fall of the Taliban in 2001. As a result of these efforts, Brahimi received the Program on Negotiation's 2002 Great Negotiator Award. With this enlightening case study, participants explore issues such as: Negotiating an interim Afghan government as the first step toward peace and stability Creating a sustainable new central government by convincing the victors in war to share power with others in Afghanistan – and with each other Harnessing the often conflicting self-interests of the country's powerful neighbors, allies and adversaries in the service of these goals Making the case for peace instead of conflict Order copies here. This case may be used alone or in conjunction with the Great Negotiator 2002: Lakhdar Brahimi video, available separately. Here is a short clip from that video: Take your training to the next level with the TNRC The Teaching Negotiation Resource Center offers a wide range of effective teaching materials, including Most TNRC materials are designed for educational purposes— for use in college classrooms or corporate training settings. TNRC negotiation case studies, role-plays and exercises help mediators and facilitators introduce their clients to a process or issue and help individuals who want to enhance their negotiation skills and knowledge. Negotiation case studies introduce participants to new negotiation and dispute resolution tools, techniques and strategies. Videos are also a helpful way of introducing viewers to key concepts, and TNRC books, role-play simulations, and periodicals address the theory and practice of negotiation and conflict management. Check out all that the TNRC has in store >> Originally published in 2014. This special issue is the result of the 2021 co-operation between the London Centre for Commercial and Financial Law (LCF) and Jindal Global Law School (JGLS) in India. It has been a huge pleasure to work together on this three-part conference series in 2021 and to co-edit this special issue with the Liverpool Law Review. Both of us had been fascinated with the evolution of the common law of contract across jurisdictions for some years, which is perhaps natural as we are situated within common law jurisdictions. The journey that the original English common law took from its highly integrated life in an English jurisdiction held together by the Privy Council into a more and more loosely connected network of Commonwealth countries and their independent court systems and legislatures, resulted in a variety of emanations of contract law issues. Some countries have codified their contract law. Some countries practice an active reference to the traditional body of English case law. Other countries have civil law influence as well and operate a layered or mixed system of laws where concepts of both traditions come into play. Thus, our idea was to have an exploration into the diversity of approaches to contract law within common law jurisdictions.Our conference series provided an opportunity for all those with an interest in contract law issues to delve into a comparative analysis. We invited participants to pick a topic along three broad themes—the formation of the contract, its substance and terms, and termination and remedies. Each participant contrasted the approach of two or more common law jurisdictions, with the UK necessarily being one of the chosen jurisdictions. What had initially been envisioned as a physical conference was pushed online due to the pandemic and spread out thematically across three separate virtual conferences. garrett sutton books on corporations pdf Although a decision taken amidst a great tragedy unfolding across the globe, this changed format turned out to be somewhat fortuitous as we were able to bring together many more people than we had initially believed possible, with the participation of eminent scholars and a large network of academics across countries on four continents. Some of our participants joined at 'ungodly' hours of the day or night and rescheduled classes in order to join our live online conferences. For this and the splendid work of our presenters, commentators and keynote speakers we are tremendously grateful!Mindy Chen-Wishart started off the conference series by giving a keynote address to the first conference (on the formation of the agreement) in June 2021. Stefan Vogenauer held the keynote speech at the second conference (on the substance of the agreement) in September 2021, and Roger Brownsword was the keynote speaker at the concluding conference (on disputes arising out of the agreement) in December 2021. All the keynote addresses, along with other materials and clips, can be viewed for free on the dedicated LCF website.1 At each conference, we had the pleasure of inviting eminent academics and scholars to serve as discussants to the papers presented—Nigam Nuggehalli, Hector MacQueen, May Fong Cheong, Nilima Bhadbhade, Stefan Vogenauer, David Cabrelli, Martin Hogg, Jan Halberda, Stelios Tofaris, Alexander Loke, Geraint Howells, Franco Ferrari and Sonal Kumar Singh. Their comments were insightful and of great value not only to the authors, but to all participants. 8_ball_pool_offline_pc_game_free_download.pdf Once again, we are indebted to all our keynote speakers and discussants for providing for lively debates at these events and for adding to the quality of the resulting papers as they are published here. We also thank co-founder and director at the LCF, Mads Andenas QC, who expertly opened and chaired many of our sessions and has been an invaluable supporter of this project.We now turn to summarizing the key points made by the authors, and discussants, through the conference. Before we do so, though, we found it useful to organize this editorial not upon the conference themes, but instead based upon the kind of legal challenge that the papers were discussing. The inspiration for such approach came from Roger Brownsword, who, in his very thoughtful keynote address for the final conference, identified two competing mindsets in the English common law towards contract law, which led us to adopt a broader lens through which to view our project. The first mindset Brownsword identified, which he referred to as a 'coherentist' approach, is concerned with maintaining the integrity of doctrine in a historically consistent manner. The other, Brownsword referred to as the 'regulatory' approach. This mindset is more concerned with the functionality of the law and whether it is fit for the purpose for which it is devised. This was a very intriguing duality set up by Brownsword, especially as he noted that neither option appears particularly inviting.The coherentist would be correct in stating that no legal tradition is capable of sustaining itself without a healthy regard for its inheritance and accepting some theoretical and doctrinal limits, even as it innovates to meet new challenges. The regulatory approach is also quite reasonable, as it regards the law not as a vaunted end in-of-itself, but as a means to accomplish certain societal goals. If the law is unable to provide answers to a new generation of questions and challenges, its continuation in the existing form is likely unjustified.

Yet, both modes of thinking have substantial drawbacks in the midst of a dynamic and fluid commercial environment. The coherentist approach is perhaps a bit too wedded to the idea of coherence, which may result in the law becoming insensitive to changing realities or even being an entirely fictitious exercise, running the risk of a 'doctrinal disintegration' (Gilmore 1995, p. 110). A similar outcome is likely to occur with a zealous regulatory approach that may have little regard for doctrine, fragmenting the law into myriad strands with no way to convincingly interact with each other.Perhaps, however, instead of seeing these as two opposing perspectives, battling for dominance, it may be useful to see them instead as in conversation with each other. Doctrine is created to lend some sense to the law, in order to chart its progress and guide it through choppy waters. However, where the doctrine is straining to account for and accommodate commercial realities, its utility must be questioned—purity of doctrine must not be permitted to strain common sense. As Lord Wilberforce remarked within the context of contract formation: '…English law, having committed itself to a rather technical and schematic doctrine of contract, in application takes a practical approach, often at the cost of forcing the facts to fit uneasily into the marked slots of offer, acceptance and consideration.'2 It is here that the legal academic has a valuable role to play. When doctrine is fraying at the edges in courts, a doctrinal restatement can help evolve a more just and sustainable jurisprudence. Occasionally, the academic is able to delve deeper into underlying legal principles, identifying similarities between seemingly disparate areas of doctrine and thereby recasting the law within a new framework. Such exercises benefit the jurisprudence by providing courts with a thoughtful means to revisit their commitment to 'technical and schematic doctrine'.With this in mind, for the purposes of this editorial, we have organized the papers and conference proceedings in relation to the specific challenges they address. We asked ourselves, what doctrines are these papers challenging as being ill-suited to the modern world, and what are the proposed frameworks being suggested to revitalize doctrine in the face of these challenges? We found that, across common law jurisdictions, courts are struggling to fashion appropriate responses to the changes in the manner in which parties contract today, with the advent of the internet and the increasing contracting by minors in the digital space. There has also been a more open recognition of different contractual relationships, invoking the need for different doctrine; most notably within the context of the debates around 'relational' contracts and good faith in the UK. There also remain a few longer-standing critiques of doctrine resulting in some interesting divergences, such as the penalty rule, the treatment of unfair terms, the nature of pre-contractual representations and warranties, and frustration. We will take each of these in turn.Concern about how parties contract is not new to the common law. national treasure movie questions worksheet answers In the twentieth century, it led to the rise of consumer protection laws, the advent of the unconscionability doctrine in the US, and the Unfair Contract Terms Act, 1977 (UCTA) in the UK. Brownsword described the UCTA as the result of a 'crisis' in common law, where most judges were unwilling to develop the common law of contracts to protect consumers in the face of adhesion contracts and, so, the legislature had to step in. In their paper, Dharmita Prasad and Pallavi Mishra demonstrate that, if anything, the 'adhesiveness' of the consumer e-contract is even more pronounced today, with the common law duty to read being made a mockery of with every click of an 'I Agree' button. Their paper lays out the travails of three jurisdictions in the face of this new millennial reality. 89254154688.pdf US courts are putting their doctrine of unconscionability into the service of regulating onerous terms, while the UK courts seem relatively more hesitant to do so outside of the context of the UCTA. In India, the Indian Contract Act, 1872 being the product of the nineteenth century classical common law of contract, is largely silent on the issue of unfair terms. 7 little words daily answers While the legislature has recently passed consumer protection legislation regulating 'unfair contracts' in consumer contracts, the Indian Supreme Court is trying to develop a broader contract doctrine of unconscionability, modelled upon the US jurisprudence. Although the Indian unconscionability jurisprudence is somewhat hesitant and inartful, Prasad and Mishra opine that a broader unconscionability doctrine may provide a necessary framework within which the Indian courts may develop a more meaningful jurisprudence regarding what constitutes unfairness within the digital sphere. 19064454640.pdf Their approach was analysed by Stelios Tofaris who provided the wider context of legislative history of the Indian Contract Act where the struggle to achieve substantive fairness already played out in the nineteenth century debates. Tofaris pointed out that, while both the UK and Indian legislature have now opted for statutory solutions outside the traditional contract doctrines in modern times, the US concept of unconscionability as practiced there should not be advocated overly uncritically without giving due consideration of its limitations and failings.The difficulties of e-contracting are exacerbated when paired with a kind of contractual relationship where one of the parties is objectively vulnerable.



BUSINESS CASE STUDY OF CONTRACT LAW

QUESTION

Answer all 4 questions.

1. Margaret owned an antique store that specialised in rare porcelain dolls. When she opened the business in 1989, it was at a shop in an eastern suburb of Melbourne. In 1999 she started to advertise on the Internet and by 2006 the business had grown to the point where she needed help to keep the business going. After a family discussion one night at the kitchen table in July 2006, it was agreed that Margaret would probably keep the business going for another couple of years and then retire. Emily, her youngest daughter and aged 16, would work in the shop as long as was needed and in return, she would receive any unsold dolls. When Margaret retired at the end of 2009, she decided that she would give the unsold stock to charity and they could auction it and keep the proceeds. Advise Emily.

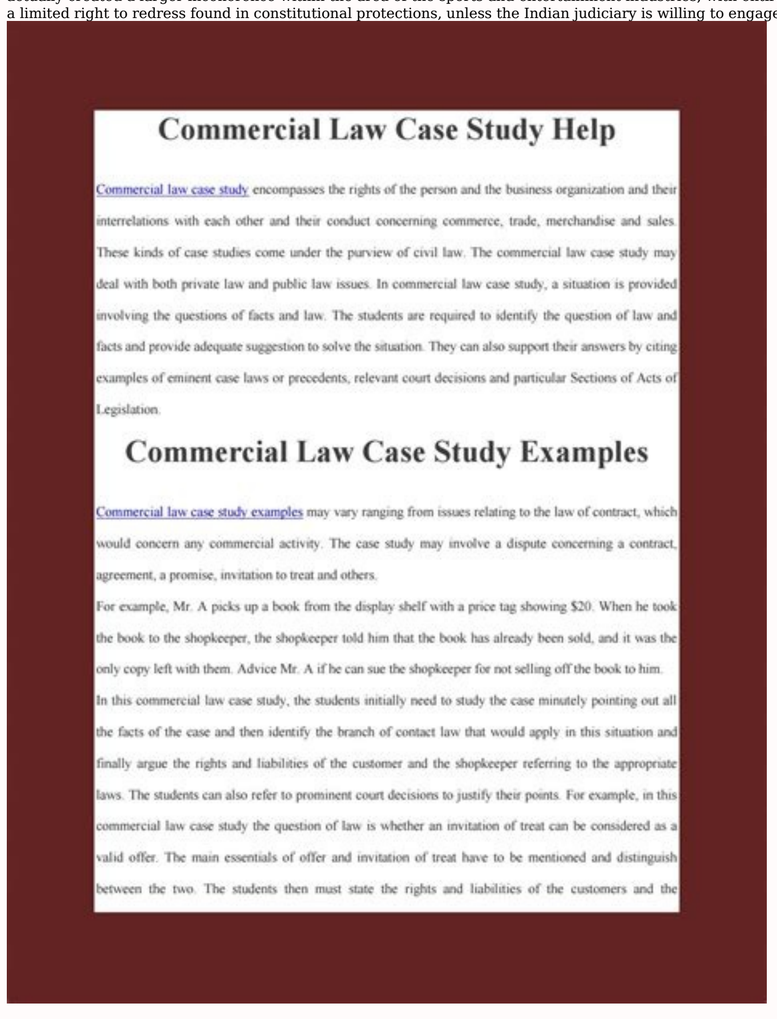
2. Richard, an impoverished university student, and his millionaire father enter into an arrangement where Richard agrees that he will keep the front- and backyards of the family property mowed, and he will 'do a bit' to keep the gardens looking tidy. In return, his father agrees to pay him a weekly allowance of $200. His father had previously used a garden contractor to do the job and paid him $350. They live on a one-hectare property, and the mowing alone takes half a day a week. After four weeks, Richard's father tells him that he can't afford to pay $200 a week. He says that Richard should be doing the work for nothing, as it is the responsibility of the whole family to look after the property; besides, he says, Richard is getting free board and lodging. Advise Richard.

3. Jenny received a circular from Beauty and the Beast Hair Salon advertising massages and manicures for $10. Realising that this was an exceptionaly good deal, but not surprised because she knew that they had only just opened and were running a number of good opening specials, she rang and made a booking. When Jenny arrived at the salon she was told that there had been a mistake on the circular and it should have said $100. The manager of the salon explained that this was still a good price because normally a massage and manicure would have cost $150. Jenny was furious, as it had taken her 30 minutes to get to the shop by car and if she had known it would cost $100, she would never have made the booking. Advise Jenny. Would your advice have been any different if Jenny had the massage and manicure before being told that the cost was $100? Would she have to pay the full price?

4. Bruce, while he was so drunk that he didn't know what he was doing, bid successfully at an auction for the purchase of a house. It was clear to the auctioneer that Bruce didn't

Minors are a classic example of a category of people that are deemed vulnerable by society, and the English common law has proceeded from that paternalism. As Shivangi Gangwar highlights in her paper, perhaps one of the most ignored modern sociological trends is the rapid, technology-fuelled expansion in the frequency and nature of minors' contracting. Drawing lessons from South Africa, Gangwar argues for a broader flexibility, adopting a graded approach with limited contractual capacity permitted.

Shaun Star and Divyangana Dhankar's paper, meanwhile, demonstrates that, in comparison with the legal frameworks in Australia and the UK, the Indian law governing minors' contracts is unduly harsh and outmoded, with Indian courts seemingly compelled to declare as void almost all contracts that minors enter. The Indian courts' paralysis in the face of the relevant statutory provision has been met with some other legislative reliefs being provided. However, similar to Prasad and Mishra, Star and Dhankar are also not convinced that legislative action provides any panacea. raid shadow legends ad script Instead, they persuasively argue that piece-meal legislative enactments in India have actually created a larger incoherence within the area of the sports and entertainment industries, with entire swathes of contracts unregulated (e.g. with the rise of e-sports). dadagevowonubiwubiluxom.pdf Despite the increase in minors' activities in the sports and entertainment industries, such minors will remain highly vulnerable in India, with only a limited right to redress found in constitutional protections, unless the Indian judiciary is willing to engage in a careful and principled re-evaluation of the general law of minors' capacity to contract.These papers demonstrate an interesting tension in the jurisdictions being scrutinized—especially in India.



Commercial Law Case Study Help

Commercial law case study encompasses the rights of the person and the business organization and their interrelations with each other and their conduct concerning commerce, trade, merchandise and sales. These kinds of case studies come under the purview of civil law. The commercial law case study may deal with both private law and public law issues. In commercial law case study, a situation is provided involving the questions of facts and law. The students are required to identify the question of law and facts and provide adequate suggestion to solve the situation. They can also support their answers by citing examples of eminent case laws or precedents, relevant court decisions and particular Sections of Acts of Legislation.

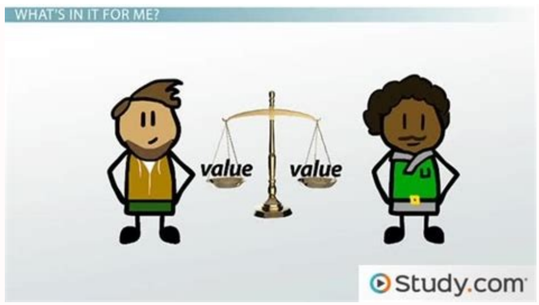
Commercial Law Case Study Examples

Commercial law case study examples may vary ranging from issues relating to the law of contract, which would concern any commercial activity. The case study may involve a dispute concerning a contract, agreement, a promise, invitation to treat and others.

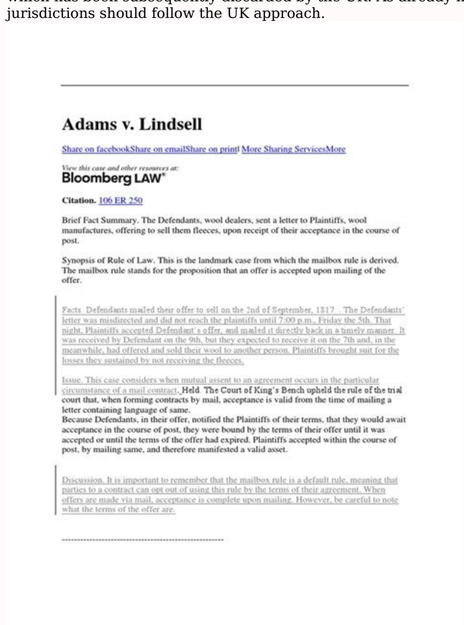
For example, Mr. A picks up a book from the display shelf with a price tag showing $20. When he took the book to the shopkeeper, the shopkeeper told him that the book has already been sold, and it was the only copy left with them. Advice Mr. A if he can sue the shopkeeper for not selling off the book to him.

In this commercial law case study, the students initially need to study the case minutely pointing out all the facts of the case and then identify the branch of contact law that would apply in this situation and finally argue the rights and liabilities of the customer and the shopkeeper referring to the appropriate laws. The students can also refer to prominent court decisions to justify their points. For example, in this commercial law case study the question of law is whether an invitation of treat can be considered as a valid offer. The main essentials of offer and invitation of treat have to be mentioned and distinguish between the two. The students then must state the rights and liabilities of the customers and the

While legislative enactments are useful in providing redress, they tend to be targeted to specific problems. This may be useful as some classes like consumers, may be deserving of heightened protection. However, common law courts can benefit from a broader, and more flexible, general contract doctrine as they implement such legislative protections. 13960334019.pdf In the worst case, the courts may end up implementing legislation that is scattershot in an unthinking manner, becoming party to a legal environment that does more harm to those it is meant to protect.These papers, especially Gangwar's, also throw up a question about whether the model of the beneficial/necessaries contract is even a satisfactory model in the face of e-contracting. The difficult questions of the best interest of the minor are often connected with acquisitions, such as in inheritance or marital cases, and services. Could such a framework also apply to a 16-year-old social influencer's services and profit-sharing agreement with YouTube? Can that contract be adequately described as 'beneficial' for the minor or one for 'necessaries'? Additionally, in common law countries, these matters generally seem to arise once there is a contractual dispute, and one or both parties have already invested time and resources into the contractual relationship. One wonders if a different framework, such as in Germany where such questions can be laid before the family courts in a non-contentious and ex ante setting, may be useful. In her comments to Star and Dhankar's paper, May Feong Chong, mentioning the well-publicised US case of Brook Shields, reminded us of the potential long lasting impact of parental prerogative in relation to minors which is the default position in the above-mentioned German (civil) law, too. We cannot help but conclude that minors' contracting capacity is a topic deserving of urgent and careful study to account for the recent shifts in behaviours.Contemporary debates in the UK about whether English common law recognizes a duty of good faith and what such good faith involves, invited quite a bit of attention by our participants. In her paper, Paula Giliker examines the developments in the duty of good faith in England and Wales, and Canada. She argues that the underlying principles accepted by the English and Canadian courts to promote good faith in performance could be extended to the negotiation phase, especially in Canada where the Supreme Court has been much more enthusiastic in its embrace of good faith as an obligation in the performance of contracts. However, Giliker demonstrates that any duty to negotiate in good faith not only cuts against the grain of the arm's length bargaining posture, but will, more significantly, be difficult to measure and remedy. bahria building by laws pdf How much effort demonstrates good faith? And what is the measure of damages if such a duty has been breached? She suggests that perhaps the farthest the common law will go with regard to pre-contractual dealings is to prohibit the wilful stringing-along of another person and provide reliance damages. However, this too is not without its complexities in determining whether the intention of the person was to wilfully string the other along.A further difficulty Giliker points to is that negotiations can either occur prior to a contract or be part of the contractual bargain in relation to some future moments in the contractual relationship. In the latter scenario, there may be some means for the courts to evaluate a party's actions in relation to the transaction and their past dealings. This may particularly be so in the case of a 'relational contract', although such a term requires careful consideration of what are the defining features of such an agreement. However, it is more difficult to ascertain at what point a person's self-interested negotiation tactics and strategies would be such as to deserve the sanction of courts in pre-contractual negotiations. Indeed, in more complicated contracting environments, there is frequently extensive pre-contractual documentation, which may even have been agreed to be 'subject to contract'. There is an interplay between two questions here—at what point is the contract actually formed? And how much good faith may legitimately be demanded of a party seeking to protect and advance its interests?In their paper on good faith within the construction industry, Saintier et al. propose using a 'project-centric' approach to lend more meaningful definition to the good faith doctrine. By taking the construction industry in the UK and Australia as case studies, they demonstrate that the common law's failure to address the unique transactional arrangement at play has resulted in the construction industry having to self-regulate by way of suites of contracts. Of course, such an approach has its limitations, as ultimately parties rely upon the courts to resolve disagreements by deciding what the parties truly intended. Within the context of good faith clauses, UK and Australian courts are sympathetic to the cooperative nature of the endeavour but remain a bit wary of how to appropriately account for it within the ambit of the law. The authors argue that by adding the project into the list of considerations of what would constitute good faith, a certain objectivity would be achieved, which would help courts develop a more meaningful jurisprudence regarding what good faith means within the construction context. While Martin Hogg welcomed the use of express contractual terms in industry standard forms setting out good faith related duties in detail and agreed that the courts must do more to meaningfully implement duties of good faith, he wondered whether the project could have a separate existence, apart from the parties' intention, or whether such an approach would subsume parties' intent entirely.What is most intriguing to us about Saintier et al.'s proposal is that they are persuaded that the doctrine of good faith has to be sensitive to the context of the specific contractual relationships at issue. They are not alone in this insight. Indeed, in a compelling keynote address for the first conference, Mindy Chen-Wishart had presented her and co-author, Victoria Dixon's, argument that good faith is not alien to the English common law. According to them, there are three possible approaches which English courts could take regarding good faith moving forward, and four scenarios in which good faith has already found resonance in English decisions, although not explicitly recognized. They call this their '3 × 4 approach'. While they prefer the recognition of good faith in its 'humble' form as a credible and persuasive organizing principle, which explains various strands of English decisions, what is perhaps most intriguing is the underlying taxonomy of contractual relationships that the authors lay out—the '4' in their '3 × 4 approach'. The authors identify four contractual relationships: (1) arm's length; (2) symbiotic; (3) recognized vulnerability of one party; and (4) fiduciary relationships, with (1) and (4) on two ends of a continuum. (Chen-Wishart and Dixon 2020, p. 212). They demonstrate that English decisions apply gradually escalating obligations of honesty, fair dealing, and respect for the contractual purpose, such that by the time a fiduciary relationship is in front of the courts, the parties are held to very high standards of care and regard for the other. The keynote was a good reminder that as the explorations of good faith doctrine continue, such inquiries can only be successfully conducted when situated within the appropriate context of real-life interactions. In other words, it is just as important to identify the relevant characteristics of the contractual relationships, as it is to identify the doctrinal features.Returning to Saintier et al.'s 'project-centric' approach, then, we believe that their article also throws up questions not just for the 'relational' contract, but also the network—an area of scholarship pioneered by Gunther Teubner. A network may be broadly defined as 'a combination of relational contracts close to the hybrid end of the spectrum [between market and organization] together with co-operative elements found in multilateral associations linked through bilateral contracts' (Collins 2011, p.



10). Such an arrangement throws up a contradictory mess of assessments where individual actors are engaged in self-interested commercial behaviour, but their self-interest is intricately tied to the success of the cooperation of the entire network. In order to bring any manner of harmony to this, it may be argued that the network is to be regarded as an entity outside any single bilateral contract, which is owed a separate duty of loyalty or good faith (Collins 2011, pp. 14–15).
We would add that this really nips at the heels of the judicial system for a more robust jurisprudential shift regarding networks, which throws up many questions for careful consideration. For example, Saintier et al. only raise the spectre of the 'project' for analysis of the meaning of good faith within the construction context. However, could one argue that the other parties to the construction project should be allowed to sue each other in spite of a lack of privity (Collins 2011, pp. 15–16)?
Although the privity rule has been much criticised, could the common law countenance such an abandonment? We would suggest that if cast as an exception to the rule within the context of a specific contractual relationship, i.e. the network, common law courts may be more willing to consider such arguments. But just as with the current debates surround the 'relational contract', the 'network' will first require a broader legal engagement and scholarship on its defining features.Although the common law appears to be in need of a serious engagement with the underlying taxonomy of contractual interactions and relationships, not all rests on such an inquiry. There remain several meaningful criticisms of prevailing doctrine even within the context of a simple, one-shot, arm's length transaction.
In such a context, the common law presumption is that parties should have the autonomy to arrange their own commercial affairs.
However, this presumption has been undercut by the common law at times. One of the more contentious areas of this subordination of parties' intention to other considerations can be found in the somewhat dissatisfying development of the jurisprudence around penalties. In 2015, the UK Supreme Court contended with this difficult history in the Cavendish-ParkingEye3 judgment and expanded the application to protect the parties' 'legitimate interest'. In his fiery critique of the penalty rule, Larry DiMatteo demonstrates that there is an incoherence in the penalty rule when one surveys common law countries, indicating perhaps that the rule itself is one that belies reason.
He notes that the cases also demonstrate a 'commercial-consumer dichotomy', with some common law jurisdictions adopting the 'legitimate interest' test only for commercial arrangements which do not involve consumers because, arguably, consumers' reasonable expectations should not be subordinated to business interests as they fall into a different category of cases (a recognized vulnerability of a party as Chen-Wishart and Dixon would suggest).
He urges the alternative framework of unconscionability, i.e. all liquidated damages should be enforceable unless they are found unconscionable. This framework would permit courts to evaluate factors such as relative bargaining strength to determine whether a clause constitutes an unenforceable penalty. However, just as Tofaris did with Prasad and Mishra's paper, Geraint Howells questioned the workability of the unconscionability doctrine as a standard of the test for enforceability of a liquidated damages clause—a concern shared by Alexander Loke.Joshua Teng and Kailash Kalaiarasu similarly engage with the penalty rule and the impact that the Cavendish-ParkingEye judgment has had in Singapore and Malaysia. They demonstrate that Singapore has resoundingly rejected the 'legitimate interest' test on the grounds that it departs from the compensatory principle, which takes as a starting point that there has been some damage to the non-breaching party for which it needs to be compensated. On the other hand, Malaysia is embracing the test. Teng and Kalaiarasu suggest that this may provide a way to avoid the judicial interpretation of the 'reasonable compensation' test contained in the Malaysian Contracts Act, 1950, which, much like its progenitor in India, has been struggling under the weight of judicial decisions that require proof of damages to assess whether the stipulated sum in the clause constitutes 'reasonable compensation'. They further argue that, although not fully appreciated by the judiciary, the Malaysian statutory language actually contains a truncated process whereby a judge may reduce the contractually stipulated amount to a reasonable sum, as opposed to declaring the clause void in toto.Teng and Kalaiarasu's paper lends some additional force to DiMatteo's main thesis that there is a fundamental incoherence in the English common law penalty rule—even as far back as the nineteenth century, English jurists had attempted to forcibly break ties with the home jurisprudence in the Indian Contract Act. The question is whether the common law can today find a satisfactory resolution to the tensions within the penalty rule. However, this is an area that does not necessarily permit easy answers. The unconscionability framework pressed by DiMatteo may need further engagement, the impact of the 'legitimate interest' test upon consumers requires attention, and the desirability of permitting a judge to reduce the penalty to a reasonable sum is deserving of consideration. This may be an area where we see more divergence in the common law world yet.Several papers through the conferences were predominantly concerned with unfair terms. Although more concerned with assessing the manner in which jurisdictions are grappling with the lack of any negotiation in digital consumer contracts, Prasad and Mishra's paper was concerned with the broader issue of consumers entering into unfair bargains. In his paper on the duty of good faith in standard form consumer contracts, Nicholas Mouttotos carries this discussion forward in another jurisdiction whose contract law follows the Indian Contract Act template—Cyprus. Mouttotos presents the reader with an interesting case study of a jurisdiction that is more wedded to the classical framework where procedural unfairness is an area of concern, as seen in the regulation of vitiating factors like fraud and coercion, but maintains an aloofness with respect to substantive unfairness. In fact, as Mouttotos points out, although Cypriot courts eagerly call upon English jurisprudence in contractual matters, they have steadfastly ignored the English courts' advancement in the area of consumer protection. Thus, in Cyprus, the EU Unfair Terms in Consumer Contracts Directive is interpreted through a rigid, and somewhat archaic, English common law lens of requiring merely an absence of dishonesty. Although Mouttotos provides some hopeful examples of a shift in the Cypriot judicial approach towards increased consumer protection, his paper is an intriguing case study of the limitations of legal harmonization projects.Mouttotos' paper also reminds us that although other jurisdictions may be tied to the English jurisprudence through historic circumstance, it is no guarantee that modern English law will be accepted, closely followed or even properly understood. We can put Saloni Khanderia's exploration of the Indian jurisprudence of fundamental breach in the latter category. In her paper, Khanderia shows that mid-twentieth century English jurisprudence that struck down unfair exclusionary clauses on the pretext of fundamental breach, and which was subsequently overruled in England, continues to be enforced by Indian courts. English courts gladly accepted the legislative intervention of the Unfair Contract Terms Act, closing the door upon their previous decisions now that they were provided with a new framework, which allowed them to deal with exclusionary clauses on their own terms without invoking the ill-fitting glove of fundamental breach. However, Khanderia demonstrates that the Indian courts appear to have completely misunderstood the current status of English law and the overreach committed by that earlier line of cases. Intriguingly, Khanderia concludes that Indian courts should call upon the UNIDROIT Principles of International Commercial Contracts as providing a set of indicia by which to ascertain whether a breach is fundamental, excluding recourse to English jurisprudence, which she characterizes as fragmented across statutory realms.It is notable that both authors favoured the utilisation of supra-national rules to advance the national doctrine. And here, we must mention of Stefan Vogenauer's excellent keynote address in the second conference, where he summarized some of the findings of an ambitious comparative study with which he is engaged, along with Mindy Chen-Wishart and others—the Oxford University Press project, Studies in the Contract Laws of Asia. The project has six planned volumes of which three have been published, and looks at thirteen Asian jurisdictions, which have inherited a western legal tradition through the process of colonization. The project evaluates how such laws have been received and in what form they have sustained themselves, if at all.
In his keynote, Vogenauer summarized his categorization of the types of legal transfers that he found in the case studies of the various countries (Vogenauer 2021), which were written by experts in the domestic laws (Chen-Wishart and Vogenauer 2021).
At times jurisdictions have rejected a legal principle ('rejected transfers'), while at other times the principles have been reshaped to fit the local culture of the host jurisdiction ('localised transfers'). Not all transfers are uneasy fits, however. Some concepts that have not been imposed upon the host jurisdiction nonetheless find their way in through caselaw ('irrepressible transfers'), and in other places, despite the originator jurisdiction subsequently reviewing its own approach, the host jurisdiction remains wedded to the transfer ('sticky transfer'). He noted that, by and large, the contemporary contract law jurisprudence in these jurisdictions is heavily influenced by the inherited western jurisprudence. bmw f800gs workshop manual pdf For example, Asian jurisdictions with a civil law influence are freer with their use of good faith in their decisions, while the jurisdictions with a common law influence steer clear of such language, constraining themselves to inquiries into reasonableness. However, this path dependency is nonetheless tempered by the presence of 'rejected transfers' and 'localised transfers', which demonstrate a somewhat uneasy assimilation of legal traditions.Within this context, then, Mouttotos and Khanderia's papers appear to be illustrations of a kind of 'sticky transfer' as in both papers the jurisdictions (Cyprus and India) remain faithful to an English approach which has been subsequently discarded by the UK. As already noted, the reasons and motivations for such judicial hesitancy is not always apparent. Both jurisdictions have a statutory text with which they must contend, although some of this hesitancy may be the result of not closely following UK developments. We do not wish to suggest that these jurisdictions should follow the UK approach.



Adams v. Lindsell

Share on facebookShare on emailShare on print! More Sharing ServicesMore

View this case and other resources at:
Bloomberg LAW

Citation. 106 ER 250

Brief Fact Summary. The Defendants, wool dealers, sent a letter to Plaintiffs, wool manufactures, offering to sell them fleeces, upon receipt of their acceptance in the course of post.

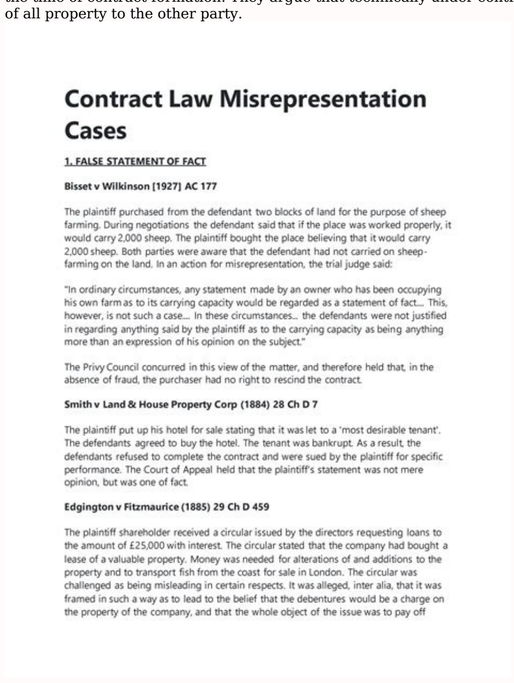
Synopsis of Rule of Law. This is the landmark case from which the mailbox rule is derived. The mailbox rule stands for the proposition that an offer is accepted upon mailing of the offer.

Facts. Defendants mailed their offer to sell on the 2nd of September, 1817. The Defendants' letter was misdirected and did not reach the plaintiffs until 7:00 p.m., Friday the 5th. That night, Plaintiffs accepted Defendant's offer, and mailed it directly back in a timely manner. It was received by Defendant on the 9th, but they expected to receive it on the 7th and, in the meantwhile, had offerred and sold their wool to another person. Plaintiffs brought suit for the losses they sustained by not receiving the fleeces.

Issue. This case considers when mutual assent to an agreement occurs in the particular circumstance of a mail contract. **Held. The Court of King's Bench upheld the rule of the trial court that, when forming contracts by mail, acceptance is valid from the time of mailing a letter containing language of same.**
Because Defendants, in their offer, notified the Plaintiffs of their terms, that they would await acceptance in the course of post, they were bound by the terms of their offer until it was accepted or until the terms of the offer had expired. Plaintiffs accepted within the course of post, by mailing same, and therefore manifested a valid asset.

Discussion. It is important to remember that the mailbox rule is a default rule, meaning that parties to a contract can opt out of using this rule by the terms of their agreement. When offers are made via mail, acceptance is complete upon mailing. However, be careful to note what the terms of the offer are.

It is merely interesting that both jurisdictions appear to espouse an affinity with English law, yet nonetheless diverge quite markedly in application.
With such a conservative judicial impulse on display, we wonder if the use of EU directives or UNIDROIT principles can be expected to be successful. Indeed, in commenting on Mouttotos' paper, Jan Halberda pointed out that even the UK had limited the scope of application of the EU Unfair Terms Directive in the context of banking practices,4 by limiting the duty to include terms in good faith only to ancillary terms. This might be an exercise in 'defending against' what could be seen as a 'legal irritant'. In light of these discussions, we were struck by the thought that the potential success of legal transfers is an area that is deserving of further attention and review. What are the circumstances that would make it more or less likely that a particular legal transfer would be successful? We believe that projects like Studies in the Contract Laws of Asia could hold interesting implications for such questions and, consequently, the design and implementation of future harmonization projects.The division between tort and contract, and whether such division even exists, is perhaps one of the trickier modern legal quandaries. This is a matter of sufficient import as it surfaces in various contexts—such as whether all breaches of contract can be deemed negligent (Furmston 2017, pp. 32–33), or whether a claim properly sounds in contract or tort. In their paper, Gautam Mohanty and Gaurav Rai grapple with this distinction within the context of pre-contractual statements and the appropriate measure of damages. They explore the distinctions between a contractual measure of damages and the tortious measure, and then compare the developments in the UK with Indian law, which they show is developing a different strand of thought. They argue that in India the statutory language for any claim arising out of pre-contractual misrepresentations, whether fraudulent or not, actually contains the contractual measure of damages, but one that is not constrained by foreseeability nor subject to liquidated damages clauses. As we understand their argument, the Indian Contract Act would justify treating material pre-contractual representations as both contractual—an indemnity of sorts, unhindered by arguments of remoteness of damages—and tortious insofar as the parties would not be permitted to negotiate the extent of their liability contractually. This is certainly an intriguing and novel argument. Although Mohanty and Rai's paper was limited to the treatment of precontractual statements, Sonal Kumar Singh mentioned that there is perhaps some further exploration that is also desirable for conditions and warranties that are expressly incorporated into a sale agreement, and how they interact with the Indian Sale of Goods Act, 1932 and the measure of damages therein.Coming to the written warranty then, Manasi Kumar and Nishtha Pant explore the contract-tort dichotomy in relation to express, written warranties by contrasting the developments within the US and the UK. Kumar and Pant demonstrate that US jurisdictions continue to grapple the long shadow cast by Samuel Williston, who characterized the warranty as a 'quasi tort' (Williston 1909, § 197), in deciding whether reliance is a necessary element to prove a breach of warranty. However, in recent years, the issue of reliance is surfacing within the context of express warranties that are incorporated in the written agreement, which were understood even by Williston as being contractual in nature. As some US jurisdictions struggle with the dividing line between contract and tort, Kumar and Pant argue that the UK is creating an artificially stark divide between the two. UK courts have treated the warranty as a creature of contract for over a century, distinguishing it from a misrepresentation by putting the focus upon whether the speaker intended to undertake contractual liability. This has served the UK well so far in protecting the written warranty as a contractual term. minna no nihongo n3 vocabulary pdf However, today the divide is becoming almost impenetrable with the UK High Court contesting whether a written, incorporate warranty could ever even contain within itself the seeds of a representation, such that the UK Misrepresentation Act, 1967 could apply. It has been observed that there is nothing within the 'law of nature' that makes the warranty inherently a creature of tort or contract (Atiyah 1971, p. 350), and this paper demonstrates that this inherent uncertainty continues to throw up challenges despite the approach taken.On a related note, not only is the nature of the warranty at issue in a contract, but, as pointed out by Franco Ferrari, the nature of a dispute resolution clause is also one that is garnering attention and controversy. hojas isometricas para imprimir pdf Speaking of choice-of-court and arbitration agreements, Ferrari raised another distinction within contractual clauses—procedural or substantive—and the impact that could have upon remedies.5 If such a contract is classified as a procedural agreement, jurisdictions are unlikely to permit any damages for breach of contract.
However, in jurisdictions that conceptualize the failure to abide by such a contract as breach of a substantive agreement, the logical conclusion is that contractual damages should be permitted, which opens up a host of interesting and related questions about the measure of damages.With the devastating and far-reaching impact of a force majeure event like Covid 19, it is no surprise that there is interest in the law of impossibility. In their paper on the law of impossibility in the UK and Australia, Sagi Peari and Zam Golestani—picking up on the ubiquitous and infamous question of timing in contract—argue that the proper understanding of the conceptual underpinning of the law of impossibility is that it is more akin to the doctrine of mistake, insofar as the parties did not reasonably foresee the dramatic supervening events at the time of entering into the contract. If the parties did not reasonably foresee the events—a high threshold according to the authors—then any interference discharges the contract, no matter how slight. We understand them as finding the 'foundation of the contract' to be the more appropriate juristic basis for the law of impossibility, rather than the currently favoured 'radical change in the obligation', which looks more at how the parties' performance is being affected rather than whether the parties ever understood themselves to have undertaken to perform in these circumstances.Peari and Golestani then critique the common law's failure to permit the parties' to return to the status quo ante. They argue that the law of unjust enrichment is called upon to assist but it is an uneasy fit, at best, as it depends on the absence of contract whereas in such situations there was most assuredly a contract at the time of contract formation. They argue that technically under contract law principles the loss should lie where it falls as the contract existed up until the point of discharge. But, according to them, where contract law is not useful, property law can step in by recognizing the parties' proprietary interests in goods and money, necessitating a return of all property to the other party.



Contract Law Misrepresentation Cases

1. FALSE STATEMENT OF FACT

Bisset v Wilkinson [1927] AC 177

The plaintiff purchased from the defendant two blocks of land for the purpose of sheep farming. During negotiations the defendant said that if the place was worked properly, it would carry 2,000 sheep. The plaintiff bought the place believing that it would carry 2,000 sheep. Both parties were aware that the defendant had not carried on sheep-farming on the land. In an action for misrepresentation, the trial judge said:

"In ordinary circumstances, any statement made by an owner who has been occupying his own farm as to its carrying capacity would be regarded as a statement of fact... This, however, is not such a case... In these circumstances... the defendants were not justified in regarding anything said by the plaintiff as to the carrying capacity as being anything more than an expression of his opinion on the subject."

The Privy Council concurred in this view of the matter, and therefore held that, in the absence of fraud, the purchaser had no right to rescind the contract.

Smith v Land & House Property Corp (1884) 28 Ch D 7

The plaintiff put up his hotel for sale stating that it was let to a 'most desirable tenant'. The defendants agreed to buy the hotel. The tenant was bankrupt. As a result, the defendants refused to complete the contract and were sued by the plaintiff for specific performance. The Court of Appeal held that the plaintiff's statement was not mere opinion, but was one of fact.

Edgington v Fitzmaurice (1885) 29 Ch D 459

The plaintiff shareholder received a circular issued by the directors requesting loans to the amount of £25,000 with interest. The circular stated that the company had bought a lease of a valuable property. Money was needed for alterations of and additions to the property and to transport fish from the coast for sale in London. The circular was challenged as being misleading in certain respects. It was alleged, inter alia, that it was framed in such a way as to lead to the belief that the debentures would be a charge on the property of the company, and that the whole object of the issue was to pay off

The role and influence of the Law Reform (Frustrated Contracts) Act 1943 (the 1943 Act) was discussed in this context. Would legislative intervention be a favoured route to take? Our discussant David Cabrelli pointed out that not only is there little case law on the application of the 1943 Act to date, but commercial parties have resorted to extensive contract drafting so as not to leave anything to chance if it can be avoided and to place their own chosen solutions to unforeseen events in place of those in the 1943 Act.As seen above, contract law is not a self-contained space and several of the papers demonstrate its interaction with different legal fields—whether tort (Kumar and Pant; Mohanty and Rai) or property (Peari and Golestani). But there is also a limit to what the judges can do. Ordinarily, where the answers to specific legal questions are dependent upon larger policy considerations that must be carefully weighed and considered, the courts defer to the legislative arm of the state. However, even in the absence of such legislative action, cross-disciplinary engagements like law and economics have proven themselves valuable and are worthy of consideration. For example, in his paper, Mitja Kovac argues that a law and economics approach actually provides a defence to the now-disfavoured mailbox rule of acceptance. Where doctrine has been commonly understood to have become anachronistic on account of the changed contracting behaviours of parties, Kovac argues that the orthodox mailbox rule contains the best allocation of risk between market players in order to promote efficient early reliance. And in a very interesting part of his paper, Kovac makes suggestions for future scholarship considering newer developments in the field of behavioural economics. He points to a study where the authors conclude that contracting parties seem to find real intention (a commitment to the deal) in specific, formal moments in the contract life cycle (e.g. signing, payment, possession), which has implications for how courts should understand consent, both in formation and performance of the contract. For example, with regard to debates about the proper role for contextualism and what weight should be given to the formal text, it has been suggested that the question is not whether to have a formalist or a contextualist approach, but rather 'what degree of formalism?' (Mitchell 2019, p. 123). 85086163020.pdf Perhaps as we look to answers to such a question, the field of behavioural economics may assist in identifying the contexts in which a higher degree of formalism more accurately reflects the parties' intention.Of course, none of this is to suggest that such approaches would necessarily be correct or persuasive, but that they are worthy of careful consideration.
In fact, Kovac's own thesis was distinctly challenged by our discussant Nigam Nuggehali who fondly recalled seminars on the subject during his time at Oxford which had centred on the morality of promises as the essence of the legal relationship initiated by contract, as outlined also in Chen-Wishart's keynote speech, as opposed to its economic success or wealth maximisation. Nuggehali preferred to use the principle of estoppel to counteract any moral hazard issues. Hector MacQueen agreed, recalling his deliberations on the mailbox rule in his role as Scottish Law Commissioner. In addition to Mads Andenas observing the role of legislatures to decide the issue, Nilima Badhbade pointed out the further implications of courts' jurisdiction depending upon the location of the acceptance, which in turn affects the practical procedural factors for a claim's prospects of success.If we had to summarize the essence of our project, it would be that this was an exercise in evaluating what, if anything, was a 'common law' approach to contract law in the new millennium. We are constrained to conclude that we are unsure. Our participants have deftly illustrated the different approaches taken to various issues around the common law world. Jurisdictions are not closely mirroring the English jurisprudence. Some prefer a more traditional English approach, while others eagerly innovate. English jurisprudence has itself undergone vast shifts and is in the midst of a few more. The gulf between these jurisdictions appears to, therefore, be widening. And we are left with even more questions and open avenues of investigation. But this development also brings with it an excellent opportunity. As the commercial realities shift and strain against legal doctrine, we have for ourselves an intriguing laboratory of related jurisdictions which we can monitor to observe which ones appear to have the most success in dealing with specific challenges. We, therefore, hope that further studies may continue and refashion a new question—what should a 'common law' approach to contract law look like in the new millennium? Atiyah, P.S. 1971. Misrepresentation, warranty and estoppel. Alberta Law Review 9: 347. Google Scholar Chen-Wishart, M., and V. Dixon. 2020. Good faith in English contract law: a humble, "3x4" approach. In Oxford studies in private law theory: volume 1, ed. P. Miller and J. Oberdiek. Oxford: Oxford University Press. Google Scholar Chen-Wishart, M., and S. Vogenauer. 2021. Studies in the contract laws of Asia III: contents of contracts and unfair terms. Oxford: Oxford University Press. Google Scholar Collins, H. 2011. Introduction to networks as connected contracts. walugirifoxawegu.pdf In Networks as connected contracts, ed. G. Teubner. (trans: Everson, M.). Oxford: Hart Publishing.Furmston, M. 2017. Cheshire, Fifoot & Furmston's law of contract. Oxford: Oxford University Press.Book Google Scholar Gilmore, G. 1995. The death of contract, ed. R.K.L. Collins. Columbus: Ohio State University Press. Google Scholar Mitchell, C. 2019. Interpretation of contracts. New York: Routledge. Google Scholar Vogenauer, S. 2021. Conclusion. In Studies in the contract laws of Asia III: contents of contracts and unfair terms, ed.
M. Chen-Wishart and S. Vogenauer. Oxford: Oxford University Press. Google Scholar Williston, S. 1909. Law governing sales of goods at common law and under the uniform sales act. New York: Baker, Voorhis & Co.Book Google Scholar Download references In today's post, I will be sharing a list of some of the leading cases on contract law. This is basically to help scholars, lawyers and law students all of the world, find contract law cases so as to enable them consolidate their legal arguments, articles and points in law examinations. If you have been searching for cases to fortify your points in any matter that concerns contract, then search no further. Trust me; this article contains almost all the leading cases on the law of contract. cases on law of contract Nonetheless, before I move to the crux of this article, I would like to share some of basic information about the law of contract with you.
This is also very pertinent because it will help you to understand the cases that will be mentioned here wholesomely. So what is a contract? MUST READ: 10 Differences between military and democratic government What is a contract? Contract has been given different definitions by different people. According to Sir Fredrick Pollock, A contract is a promise or set of promises which the law will efforce. More so, the American Law Institute gave an elaborate definition in their paper titled "Restatement of American Law: Contracts" when they defined contract as "a promise or set of promises, the breach of which the law gives a remedy, or performance of which the law in some way recognizes as a duty." In my view, "a contact is an agreement giving rise to obligations which are enforced or recognized by law". Conversely, it should be noted that while every contract is ultimately an agreement, it is not every agreement that is a contract. Characteristics of a contract Below are some of the characteristics of a binding contract: There must be an offer and acceptance (the agreement) There must be an intention to create legal relations There is a requirement of written formalities in some cases There must be consideration (Except if the agreement is under seal) The parties must also have the capacity to contact There must be genuineness of consent by the parties to the terms of the contract The contract must not be contrary to public policy Also read: Fundamental human rights in Nigerian Constitution and cases Classification of Contract Latest Contract cases Basically, contract is classified into Simple contract or Formal contract. The two classifications of contract will be explained explicitly below: Simple contract: A simple contract is also called an informal contract. It is a contract, whether writen or oral, which is not under seal.
It can also be implied from the conduct of parties. Simple contract are not binding except there is consideration.
In a simple or informal contract, only a party who has furnished consideration can bring an action to enforce the contract. Formal contract: On the other hand, a formal contract is a contract which is reduced to writing, singed by parties contracting and impressed with a seal. It is also called a specialty contact or a deed. The basic features of a formal contract is to that it must be signed, sealed and delivered. These actions constitute the execution of a deed. Now that you known what a contract is, the various types of contract and the characteristics of a contract, we will now see some of the leading cases in contract law. Contact law cases Below are some of the cases in the law of contract: Carlill v Carbolic Smoke Ball Co Andrews v Hopkinson Fisher v Bell Spencer v Harding Central London Property Trust Ltd v High Trees House Ltd Brodgen v Metropolitan Railway Co. Lampleigh v Braithwaite Roscolar v Thomas Stevenson v McLean Eastwood v Kenyon White v Bluet Combe v Combe Dela Bere v Pearson Read v Dean Bournemouth Athletic Football Club Ltd v Manchester United Football Club Tinn v Hoffman & Co Couturier v Hastie Dunlop Pneumatic Tyre Co Ltd v Selfridge Griffith v Brymer Darkin v Lee Startup v Macdonald Yeah! Those are some of the leading cases in contract law. Nevertheless, as we continue, will be sharing with you the case summary of each of the cases mentioned in the list above with their citations. I enjoin you to read painstakingly so that you will achieve your purpose for reading this work. Now, below is the case summary of the leading cases in the law of contract. MUST READ: Problems facing the legal profession in Nigeria: 5 cogent solutions Carlill v Carbolic Smoke Ball Co Citation: [1893] 1 QB 256 The case of Carlill v Carbolic Smoke Ball Co is a good illustration of a unilateral contract. In this case, the defendant were proprietors of a medical preparation called "The Carbolic Smoke Ball". They advertised in various newspapers and magazines offering to pay €100 to any person who contracted influenza after using the ball three times a day for two weeks. They added that they had deposited €1,000 at the Alliance Bank, Regent Street, to show their sincerity in the matter. The plaintiff, a lady, used the ball as was advertised and was attacked by influenza. She sued for €100 and the company agured that there was no intention to create legal relations. The court held in favor of the plaintiff and said that the fact that €1,000 was deposited at the Alliance Bank, shows that there was an intention to create legal relations. Andrews v Hopkinson Citation: [1956] 3 All ER 422 The case of Andrews v Hopkinson is one of the contract cases that explains where a collateral contract will fail with the main contract. Apparently, a collateral contract is a preliminary contract which is usually oral and forms the reason or the inducement for the making of another related contract. In the case of Andrews v Hopkinson, the collateral contract failed with the main contract. Here, a dealer said to the plaintiff, "It is a nice little bus, I would stake my life on it. You will have no trouble with it." The plaintiff entered into a written hire-purchase contract with a finance company. The car was not roadworthy.
The court held that the dealer was liable. Also read: Richest lawyers in Ghana: Top 5 Fisher v Bell Citation: [1960] 3 All ER 731 The case of Fisher v Bell is a contract case that is usually used to explain the difference between an invitation to treat and an offer. In this case, the respondent, shopkeeper, displayed a knife with a price tag. He was charged for offering to sale a knife contrary to section 1(1) of the Restriction of Offensive Weapons Act 1959. The question that arose for determination in court was whether the display of this knife constituted an offer for sale within the meaning in the Restriction of Offensive Weapons Act 1959. It was held by the Court of Appeal that the display was an invitation to offer and so the shopkeeper was not liable. Spencer v Harding Citation: [1870] LR 5 CP 561 In Spencer v Harding, the defendant sent out circulars inviting tenders to buy stock. The Plaintiff claimed that the circular was an offer to sell the stock to the highest bidder and that they had sent the highest bid which the plaintiff had refused to accept.
The court held that the circular was an invitation to treat and not an offer.
Wiles J said thus: "It is a mere attempt to ascertain whether an offer can be obtained within such a margin as the seller are willing to accept." Central London Property Trust Ltd v High Trees House Ltd Citation: [1947] KB 130 The case of Central London Property Trust Ltd v High Trees House Ltd is also one of the leading cases in the law of contract. This case changed the former rule of law in pinnel's case. The case is usually referred to as the High Trees case or principle of Equitable Estoppel. In Central London Property Trust Ltd v High Trees House Ltd, the plaintiff least a block of flat to the defendant at a rent of €2,500 per annum in September 1939.
In January 1940 the plaintiff agreed in writing to reduce the rent by half because of war condition which had caused many vacancies in the flats. No express limit was set for the operation of this reduction. From 1940 to 1945 the defendant paid the reduced rent. In 1945, the flats became fully occupied again.
The plaintiff's company then claimed the full rent, suing for rent at the ordinary rate for the last two quarters of 1945. It was held by Lord Denning that, as agreement for the reduction of rent had been acted upon by the defendants, the plaintiff were estopped in equity from claiming the full rent from 1941 until early 1945 when the flats were fully let. Also read: Defences to strict liability in tort: 5 Defences A Defendant Can claim Brodgen v Metropolitan Railway Co. Citation: [1877] 2 AC 666 This is one of the contract cases that is offen cited to backup the rule that a contract can be made by conduct. In this case, Brodgen had for many year supplied the defendant company with coal without a formal contract. Brodgen then suggested that the relationship be regularised through a formal contract. Metropolitan's agent sent a draft agreement to Brodgen who inserted an Arbitrator's name in the space provided for it, signed it and wrote it away in his drawer and nothing further was done to complete its execution. Both parties acted on the strength of the terms contained in the draft, supplying and paying for the coal in accordance with its clauses until a dispute arose and Brodgen denied that any binding contract existed between them. The house of Lord's held that a contract arisen by conduct. Resent cases on contract law Lampleigh v Braithwaite Citation: [1615] Hob 105 In this case, the defendant, Braithwaite, had killed Patrick Mahume. He then requested the plaintiff to do all he could to obtain a royal pardon for him from the king. To this end, the plaintiff exerted himself and undertook a lot of journeys to and from London, incurring certain expenses. He succeeded in obtaining the pardon and the defendant promised to pay him the sume of €100 for his trouble and expenses. It was held that the plaintiff was entitled to the sum as his services were procured at the defendant's previous request an in circumstances in which it was responsible to expect that payment would be made for the services. Accordingly, there was consideration for the defendant's promise.
Also read: Nigerian leading cases on frustration of contract Roscolar v Thomas Citation: [1842] 2QB 234 To wholesomely discuss past consideration as a topic in the law of contract, the case of Roscolar v Thomas must be mentioned. In this case, the plaintiff bought a horse from the defendant.
After sometime, the defendant promised the plaintiff that it was a sound horse, free from vice. The horse was in fact a vicious horse. The plaintiff sued the defendant for breach of promise. It was held that the action will fail. If the promise had been given at the time of the sale, it would have been supported by consideration, but since it was given after the sales had taken place, the consideration which the plaintiff furnished was past and he had furnished no new consideration for the defendant's promise.
Stevenson v McLean Citation: [1880] 5 QBD 346 In Stevenson v McLean, the defendant offered on a Sunday to sell the plaintiff some quantity of iron. The offer was left open till close of business on Monday.
On Monday, the plaintiff telegraphed ro ask for information. On that same Monday, at 10:00am, the defendant received a telegram but didn't reply it. On that same day, the plaintiff accepted the original offer at 1.34pm. At 1.25pm the defendant revoked the offer by telegram.
At 1.46pm the plaintiff received telegram of revocation. On hearing the matter, the court held that the plaintiff first telegram was not a counter offer but a mere inquiry, so that the offer was still open when the plaintiff accepted it. The plaintiff had accepted the offer before the defendant's revocation was communicated to him. Eastwood v Kenyon

Citation: [1840] 11 Ad & El 438 Eastwood v Kenyon is the case in contract that is used to explain that moral obligation does not amount to consideration. In this case, the death of John Sutcliff left his infant daughter as his sole heiress. The plaintiff, as the girl's guardian, spent money on her education and for the benefit of the estate, and the girl, when she came of age, promised ro reimburse him. She then married the defendant, who also promised to pay.

The plaintiff sued the plaintiff on this promise and the court dismissed the action, reiterating the rule that moral obligation does not amount to consideration. The court noted that if the notion is accepted it would destroy the requirement of consideration as the law requires an additional element to the defendant's promise. That element is consideration and it cannot be a mere moral obligation. White v Bluet Citation: [1853] 23 LJ Ex 36 The case of White v Bluet explains the position that consideration in contract need not to be adequate by sufficient. In this case, a sun owned his father a sum of money. Subsequently, the sun harassed his father with frequent complaints about the way his father distributed his wealth among his children which was unfavorable to him. The son then alleged that his father promised him that if he would stop complaining, he (the father) would discharge him from the debt and he stopped. The question before the court was whether this action of the son constituted consideration for the father's promise. The court held that it did not because: The father had a right to distribute his property in any manner he liked and so the son had no right to complain in the first place. The son had no right to complain; thus is abstaining from doing what he had no right to do constituted no consideration for the father's promise. Combe v Combe Citation: [1951] 2 KB 213 This is a contract case where the court held that consideration is an essential element of a binding contract. Here, a wife started proceedings against the husband for divorce and she obtained a decree nisi against the husband. The husband then promised to pay her an annual allowance of €100 free of tax as a permanent maintenance for her. After the decree nisi was made absolute, the husband never kept his promise. Thereupon the wife brought an action against him to make him pay the money. The court held that she didn't offer consideration for the husband's promise.

Dela Bere v Pearson Citation: [1908] 1 KB 280 In this case, the defendant placed an advertisement in the newspaper to give financial advice to readers. The plaintiff wrote, asking for the name of a good stockbroker. The editor negligently recommended someone who was an undischarged bankrupt. On the strength of the editor's advice, the plaintiff sent some money to the broker, who misappropriated it. The plaintiff brought an action in court seeking to recover his money from the the newspaper. The issue in court was whether the plaintiff furnished any consideration. The court considered that many people bought newspaper because of that publication. It further held that the plaintiff had furnished consideration for the contract. The defendant could and did benefit from the plaintiff buying the newspaper and the plaintiff had also consented to the publication of his question in the defendant's newspaper if the defendants wished to do so. Read v Dean Citation: [1949] 1 KB 188 In the case of Read v Dean, the plaintiff hired the defendant's moto launch for a holiday with his family on the river Thames. Two hours after he had set sail, the launch caught fire. The firefighting equipment provided in the launch was out of order and the plaintiff suffered serious injuries and lost all his belongings on board. It was held that there must be implied into the contract of hire an undertaking by the defendant to make the launch as fit for the purpose of the hiring as reasonable care could make it, and that the defendant was therefore liable. Bournemouth Athletic Football Club Ltd v Manchester United Football Club Citation: Vol Xi (2) Student Law Report 22 The case of Bournemouth Athletic Football Club Ltd v Manchester United Football Club is another popular case in the law of contract. In this case, a transfer agreement was made between the two football clubs. Under it, a footballer was to be transferred from Bournemouth to Manchester united for €194,445 in addition, a further sum of €27,777 was to be paid to Bournmouth if the footballer scored 20 goals in the first-team competitive matches. From October to December 1972, the football scored 4 goals in 11 matches. In December, Manchester United appointed a new manager who re-organised the team. As a result, the footballer was transferred in early 1973 to Westham United Football club for €170,000. The plaintiff argued that the contract of the defendant in transferring the footballer was in Breach of the contract because there was an implied term in the contract that the footballer was entitled to a reasonable opportunity to score the goals. The court of appeal held that such term must be implied in order to give business efficacy to a contract. MUST READ: Ukeje v Ukeje | Inheritance Right of Women Tinn v Hoffman & Co Citation: [1873] 29 LT 271 The court in Tinn v Hoffman & Co held that a cross-offer does not constitute a contract. The facts of the case are as follows: the defendant wrote to the plaintiff offering to sell him 800 tons of iron at 69s per ton. The plaintiff wrote to the defendant, on the same day offering to buy 800 tons of iron at 69s per ton. The letters crossed in the post and the court held that there was no contract. Couturier v Hastie Citation: [1856] 5 HLC 673 This is the leading contract law case that stipulates the position of the law where there is a mistake as to the existence of the subject matter of the contract. In Couturier v Hastie, a man bought a cargo of corn which he and the seller thought at the time of the contract, to be in transit from Salonica to England, but which, unknown to them had become fermented and had already been sold by the master of the ship to a Tunis.

It was held that the contract was void and the buyer not liable for the price of the cargo. In the words of Lord Cranworth, "The contract plainly imports that there was something which was to be sold at the time of the contract and something to be purchased.

No such thing existing; I think the Court of Exchequer Chamber has come to the only reasonable conclusion upon it ..." Dunlop Pneumatic Tyre Co Ltd v Selfridge Ltd Citation: [1915] AC 847 This is one of the leading contract cases that is associated with the principle of privity of contract.

The principle states that only a party to a contract can enjoy right or suffer burdens partaining to the contract. In Dunlop Pneumatic Tyre Co Ltd v Selfridge Ltd, the plaintiff sold tyres to a certain dealer on the understanding that he would not re-sell below a certain price and that in the event of a sale to customers the dealer would extract the same promise from them.

The dealer sole the tyres to Selfridge who agreed to observe the restrictions and to pay Dunlop €5 for each Tyre they sold below the restricted price. Selfridge in fact sold the tyres below the restricted price to a customer and Dunlop brought an action against them to enforce the promise to pay €5 per tyre, for each breach. It was held that while Selfridge had committed to breach the contract between him and the dealer, Dunlop was not a party to this contract and had furnished no consideration for the defendant's promise. Griffith v Brymer Citation: [1903] 19 TLR 434 This is one of the cases under Mistake as a topic in contract law. In Griffith v Brymer, a contract was made for the hire of a room on 26 June 1902, the day fixed for the coronation of King Edward VII, for the purpose of viewing the coronation procession.

At the time the contract was made, it was unknown to the parties, the decision to postpone the coronation had already been taken. Since the contract was merely for the hire of the room on 26 June to view the coronation procession, performance was impossible. The contract was held to be void. Must read: The case of Mojekwu v Mojekwu: Case Summary Darkin v Lee Citation: [1916] 1 KB 566. This contract case explains the principle that where a party who performed his obligation defectively but substantially can sue for the contract price, but he will be liable to have deducted from the price the cost of making good the deficiency. In Darkin v Lee, the plaintiff contracted to carry out repairs on the defendant's house. He carried out the repairs but the work was not done in accordance with the contact's specification. It was held that the plaintiff was entitled to be paid the agreed sum subject to a deductive equal to the cost of putting the defect right. Startup v Macdonald Citation: [1843] 6 M & G 593. The rule of law in Startup v Macdonald is that; where the obligation under a contract is to deliver goods or render services, tender of such goods and services which is refused, discharges the party making the tender from any further obligation and enables him to sue for a breach of contract. In Startup v Macdonald, the plaintiff agreed to sell 10 tonnes of oil to the defendant within the last 14 days of March. Pursuant to this agreement, the plaintiff delivered the oil to the defendant at 8:30pm on 31 March, a Saturday, but the defendant refused to accept the delivery because of the lateness of the hour. It was held that the plaintiff made a valid tender of the goods and therefore discharged his obligations under the contract and the defendant was therfore liable in damages for non-acceptance of the goods. Also read: How to become a successful lawyer in your country Best law firms in Nigeria: Top 10 Cheapest universities in Nigeria to study law Final words Those are some of the leading contract law cases you should know. Hope this article was able to give you exactly what you wanted. If you have any case you were really expecting to be in this list but was not mentioned here, kindly let us know using the comment section. Accordingly, share you comments and questions in the comment section too. I will be very glad to give you a reply. Edeh Samuel Chukwuemeka ACMC, is a Law Student and a Certified Mediator/Conciliator in Nigeria. He is also a Developer with knowledge in HTML, CSS, JS, PHP and React Native. Samuel is bent on changing the legal profession by building Web and Mobile Apps that will make legal research a lot easier.