

Topics & Case Laws Covered in Lecture 1 to 8 Sessions

(The students are advised to use the following topic covered summaries in revising the lectures)

GENERAL PRINCIPLES OF LAW & CONTRACTS

OFFERS

Requirement of a valid offer:

- 1- Definite & unequivocal
- 2- Clear intention to be bound

Kinds of offer:

- 1- Express offer
- 2- Implied offer
- 3- Specific offer
- 4- General offer

Termination of offer:

- 1- By revocation
- 2- By outright rejection
- 3- Rejection by counter-offer
- 4- By lapse of time period
- 5- By failure of condition precedent
- 6- By death

Kinds of contracts:

- 1- Bilateral contracts
- 2- Unilateral contracts
- 3- Void contracts
- 4- Voidable contracts

Situations where there is NO OFFER:

- 1- Invitation to treat
- 2- Supply of information
- 3- Statement of intention

Invitation to treat:

- 1- Shop displays
- 2- Advertisements
- 3- Tender notices
- 4- Auction Sale

ACCEPTANCE

Modes of Acceptances:

- 1- Express acceptance
- 2- Implied acceptance
- 3- Acceptance by silence (unsolicited goods)

General principle of communication of acceptance

Exceptions:

- 1- Waiver of communication
- 2- The postal rule

Case Laws Covered

Topics	Case Laws
Unilateral contracts	Carlill V/S Carbolic Smoke Ball Co.
General offer	- do -
Accepted by conducts	- do -
Executed consideration	- do -
Advertisement as an offer	- do -
Intention to create legal relation	- do -
Counter offer	Cross offer
Cross offer	Tinn V/S Hoffman
Revocation of acceptance in unilateral concepts	Daulia V/S Four Millbank Nominees LTD
Shop display	Fisher V/S bell
Advertisement not an offer	Partridge V/S Crittenden
Supply of information	Harvey V/S Facey
Auction sale	Payne V/S Cave
Statement of intention	Harris V/S Nickerson
Acceptance by silence	Felthouse V/S Bindley
Acceptance by conduct	Brogden V/S Metropolitan Rly
Waiver of communication	Carlill V/S Carbolic smoke ball co.
The postal rule	Adams V/S Lindsell

CONSIDERATION

Kinds of Consideration

1. Executed Consideration
2. Executory Consideration

The Rules of Consideration**1. Consideration must be sufficient but it need not to be adequate:**

- Duty imposed by law
- Duty owed to the promisor
- Duty owed to the 3rd Party

2. Past consideration is not good consideration:

Exceptions:

- Common Law Exception
- Statutory Exceptios
 1. Limitation Act
 2. Bills of Exchange Act

3. Consideration must move from the promisee:**THE DOCTRINE OF PRIVITY OF CONTRACT**

Exceptions:

1. Beneficiary in Another Capacity
2. Assignment
3. Collateral Contract
4. Trust of the Promise

Topics	Case Laws
Sufficiency of Consideration	1 - Thomas Vs Thomas 2 - Chappel & Co. Vs Nestle
Existing Contractual Duty is Consieration	Williams Vs Roffey Bross-1990
Extra Service is Consideration	Hartley Vs Ponsonby
Duty to 3rd Party is Consideration	Shaldwell Vs Shaldwell
Past Consideration	ReMcArdle
Consideration Must Move from the Promisee	1 - Tweddle Vs Atkinson 2 - Dunlop Vs Selfridge
Privity of Contract	- do -
Beneficiary in Another Capacity	Beswick Vs Beswick
Collateral Contract	Shanklin Pier Vs Detel Products Ltd
Trust of the Promise	Les Affreteuss Rewins Vs Walford
Agency & Privity of Contract	Watteau Vs Fenwick