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FOR CAMBRIDGE 2027 and onwards EXAMS

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CHAPTER 1: OFFER AND ACCEPTANCE

SUBTOPIC: Offer/Invitation to Treat Analysis/Unilateral/Bilateral

CASE NAME	SUMMARY/PRINCIPLE OF LAW
Carlill v Carbolic Smoke	For example, in a Unilateral Contract, offers to the Public can be a contract, and Ads for Unilateral Contracts are offers
Gibson v Manchester City Council	What amounts to an Invitation to Treat
Partridge v Crittenden	Ads for Bilateral Contracts are Invitation to Treat
Fisher v Bell	Goods on Display in the shop window are Invitation to Treat
Pharmaceutical Society of GB v Boots Cash Chemists	Goods on Display Shelves are Invitation to Treat
Williams v Carwardine	Motive is irrelevant in performing obligations under a unilateral contract, a reward will still be given for performance
R v Clarke	If the offeree knew of the reward but later forgot about it, he would not be able to claim the reward
Harvey v Facey	A mere statement of price will not amount to an offer

SUBTOPIC: How Long Can an Offer Last?

CASE NAME	SUMMARY/PRINCIPLE OF LAW
Ramsgate v Montefiore	Offer can last for a reasonable length of time
Financings Ltd v Stimson	If the Offer is made on a precondition to be met, it will finish if that precondition is not met
Hyde v Wrench	Counteroffer Terminates the Original Offer
Stevenson v Mclean	A request for Information is not a counteroffer

	and will therefore not terminate the original offer
Bradbury v Morgan	Death of the Offeror terminates the offer only if the offeree was aware of the offeror's death
Reynolds v Atherton	The death of the Offeree terminates the offer
Payne v Cave	Offer can be terminated/finished at any time before it can be accepted (Revocation of the offer)
Routledge v Grant	An offer that is made to exist for a certain time limit can be revoked earlier, provided it is not accepted
Byrne v Van Tienhoven	Revocation of the offer must be communicated by the offeror to the offeree
Dickinson v Dodds	If Revocation is communicated to the offeree by a reliable third party instead of the offeror, it will still be valid
The Brimnes	If revocation reaches the offeree's residence or office during working hours, but the offeree fails to read it, revocation still takes effect
Errington v Errington	In a Unilateral Contract, revocation cannot be done once performance has started
Shuey v United States	An offer can be revoked through an Ad in the newspaper

SUBTOPIC: Acceptance/Communication of Acceptance/Postal Rule

CASE NAME	SUMMARY/PRINCIPLE OF LAW
Brogden v Metropolitan Railway	Offer may be accepted by Conduct only when the offeree acted to have intended to accept the offer
Tinn v Hoffman	Acceptance must be unconditional; If the offeror specifies that acceptance of an offer must be by post, acceptance sent through any other equally fast form may be valid.
Felthouse v Bindley	Remaining silent will not amount to giving an acceptance to an offer.
BRS v Arthur Crutchley	(See Subtopic: Battle of the forms) You may have to mention these cases in either a question on general offer/acceptance or a separate question on battle of the forms
Butler Machine Tool v Ex-Cell o Corp	(See Subtopic: Battle of the forms)
Inland Commissioners v Fry	If the offeror states that the performance of certain acts by the offeree will amount to an acceptance, and the offeree performs those

	acts, there will only be an acceptance if the offeree was aware of the terms of the offer and objectively intended their acts to amount to an acceptance.
Entores v Miles Far East Corp	Acceptance must be communicated; the Postal Rule does not apply where acceptance has been conveyed through instantaneous forms of communication such as telex, fax, or phone
The Brimnes	Acceptance sent by instantaneous modes of communication during business hours is sufficient for manifesting acceptance, there is no requirement that the acceptance is brought to the attention of the offeror
Adams v Lindsell	Exception to the Rule laid down in Entores case (Postal Rule): Acceptance sent through post is effective when it is posted and not when it is received by the offeror (communicated to him/her)
Cowan v O Conner	Postal Rule applies not only to posts but also to telegrams
Henthorne v Fraser	Sending acceptance by post must be reasonable; alternative faster modes of sending acceptance will negate the use of post
Re London and Northern Bank	Acceptance must be posted in a proper manner
Holwell Securities Ltd v Hughes	Acceptance to be sent by post must be properly addressed and stamped
Household Fire Insurance v Grant	Acceptance will be valid even if the acceptance by post has been lost in the mail
Byrne v Vantienhoven	Revocation of the offer must be communicated; this contrasts with the postal rule under which there is no need for communication
Brinkibon v Stahag Stahl	Acceptance received through telex, fax, or phone will not be instantaneous where received outside office hours
Thomas v BPE Solicitors	Postal Rule does not apply to email, which is also an instantaneous method of communication

SUBTOPIC: Battle of the Forms

CASE NAME	SUMMARY/PRINCIPLE OF LAW
BRS v Arthur Crutchley	Where there is a long process of negotiation between parties that want to do a transaction, it may be difficult to understand when an offer has been made and an acceptance has been made, especially when both parties use standard forms stating that the parties are concluding a contract on their terms. In such a case the latest form that has been issued by either one of the parties will be regarded as making an offer and if the other party fulfills this offer, then it will seem to have accepted the offer in the eyes of law. This is called the last shot rule and will be generally followed by the courts
Butler Machine Tool v Ex-Cell o Corp	The last shot rule may not always be followed by the courts.

SUBTOPIC: How do offers and acceptance apply to auctions?

CASE NAME	SUMMARY/PRINCIPLE OF LAW
Harris v Nickerson	Ad of an Auction is not an offer but merely a declaration of intention
Warlow v Harrison	Ad announcing auction to be held without reserve price is an offer and not an I.T.T or declaration of intention
Barry v Davies	Where an auction is held without a reserve price, auctioneers cannot withdraw from the auction on account of a low bid. The auction without reserve was an offer and the bidder by attending the auction had accepted the offer that the auction would be without a reserve price

NOTE: For Full Facts of each case, please consult your textbook.

Introduction:

STUDENTS RESOURCE

An agreement between parties is said to exist when they mutually decide to take a course of action on certain terms and conditions. In English law, agreements between parties are only enforceable at law if they are regarded as a contract. Enforceability is important because otherwise, parties could back out from undertaking their responsibilities under the agreement.

For an Agreement to be contract and thus enforceable at law, it must have the following elements:

1. An Offer and Acceptance
2. Consideration
3. Capacity
4. Intention

CHAPTER 1: OFFER AND ACCEPTANCE

SUBTOPIC: Offer/Invitation to Treat Analysis/Unilateral/Bilateral

For there to be a valid contract, the first requirement is that there must be an 'offer' made by one party to another to do something; and that offer must be 'accepted' by the other party to whom it is made. In this regard, Contract Law looks at whether during communications between parties conducting any transaction, an 'offer has been made by one party that has been 'accepted' by the party to whom it was made.

Before discussing this, however, it is important to mention that the rules of offer and acceptance will apply differently to certain types of contracts. These contracts are distinguished from each other based on the number of parties who will have to fulfill obligations under the contract they have agreed to. These are:

- i. Bilateral Contracts
- ii. Unilateral Contracts

BILATERAL CONTRACTS

In bilateral contracts, each party to the contract will undertake an obligation, usually by promising the other to do something. [For example: when buying a pen, one party will promise to buy it from the other party and the other will promise to sell it to the buying party.]

UNILATERAL CONTRACTS

TABLE OF CASES

CHAPTER 2: INTENTION

NOTE: There are no subtopics in this chapter

CASE NAME	SUMMARY/PRINCIPLE OF LAW
Balfour v Balfour	A Court will assume that there is no intent to be legally bound by an agreement made between husband and wife who are living together in one household unless there is evidence to the contrary.
Merrit v Merrit	A Court will assume an intention to create legal relations in a domestic agreement between husband and wife where they are separating or separated.
Jones v Padavatton	A Court will assume that in Domestic Agreements between parent and child, there is no intent to be legally bound by such an agreement by either party unless there is evidence to the contrary.
Simpkin v Pays	Similar to Domestic Agreements, the Court will assume that there is no intent between the parties to be legally bound by social agreements unless there is evidence to the contrary
Esso Petroleum v Customs and Excise Commissioners	In Commercial Agreements, there is a strong presumption by the Court that the parties intend to be legally bound by such agreements unless there is evidence to the contrary
J Evans and Sons v Andrea Merzario Ltd	In Commercial Agreements, there is a strong presumption by the Court that the parties intend to be legally bound by such agreements unless there is evidence to the contrary
Weeks v Tybald	In Commercial Agreements, Where an offer is extremely vague or not intended to be taken seriously (it is a 'mere puff') the law will not create a contract on its acceptance and the strong presumption of an intent to create legal relations will be rebutted.
Carlill v Carbolic Smokeball Co Ltd	An offer to be a 'mere puff' must be vague and

	not in any way specific.
Rose and Frank v Crompton Bros	Honor Clauses in Contracts will also rebut the strong presumption of the intent to be legally bound in commercial contracts
Confetti Records v Warner Music UK Ltd	In Commercial Agreements, where the Agreement is subject to contract, the strong presumption that parties intend to create legal relations will be rebutted.
Edwards v Skyways Ltd	In Commercial Agreements, unclear, ambiguous words used in an agreement will not rebut the strong presumption that parties intend to create legal relations.
Ford Motor Co Ltd v Amalgamated Union of Engineering and Foundry Workers	Within Commercial Agreements, the strong presumption that parties intend to be legally bound will not apply to Collective Bargaining Agreements.

NOTE: For Full Facts of each case, please consult your textbook.

CHAPTER 2: INTENTION TO CREATE LEGAL RELATIONS

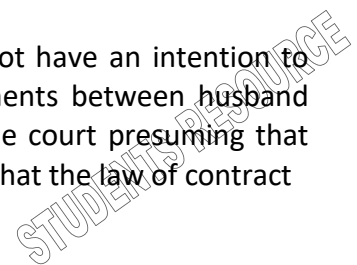
In English Law, there are certain ‘essentials’ for a contract to be validly formed. These are (i) there must be an offer of which there must be an acceptance; (ii) there must be an intention to create legal relations; (iii) there must be capacity and (iv) there must be a consideration.

With regards to intention, the issue that arises is when in an agreement between parties, one party refuses to perform their responsibilities as per the agreement, claiming that they did not intend to be legally bound by such an agreement. The role of the Court here will be thus to determine objectively (from the perspective of a neutral bystander and not from either party's perspective) whether the parties intended to create legal relations when agreeing. This role is important because the responsibilities under the agreement will be only enforceable in the courts if the court finds that the parties indeed intended to create legal relations by the agreement entered into. Furthermore, this ‘objective’ determination means that an intention may be found by the court even if the parties in the present case do not have such an intention.

The rules for finding an intention in an agreement depend upon whether an agreement is domestic or commercial, and we will look at each of these in turn.

DOMESTIC AGREEMENTS

In domestic agreements, the court will presume that the parties did not have an intention to create legal relations. These types of agreements will include agreements between husband and wife, parent and child, and social agreements. The idea behind the court presuming that the parties did not intend to create legal relations in such agreements is that the law of contract



should not interfere in domestic situations because the courts would then be faced with determining trifling domestic disputes. [Atkins LJ in **Balfour V Balfour (1919)**]. In this case, the husband, after promising to pay her wife 30 GBP allowance per week, refused to honor his promise and the wife went to court to claim the money that the husband was supposed to pay. The court rejected the wife's claim as the husband's promise was seen as a domestic arrangement that was not legally binding.

Similarly, domestic agreements between parent and child will be presumed to not be binding. [**Jones v Padavatton (1969)**]. In this case, in return for a daughter giving up a good job in America, her mother agreed to pay her an allowance on the basis that she went to England and studied for the Bar. The daughter went to England and the mother later discontinued the allowance and instead bought a house for the daughter (in the daughter's name), in which the daughter could live, and told her to rent its room for income. After the passage of 5 years in which the daughter failed to complete her studies, the mother sought repossession of the house and it was held that the mother was entitled to the house and that the agreement by the mother to buy a house in the daughter's name was not intended to be binding.

However, as stated before, this presumption that the agreement between husband and wife is not binding can be rebutted. This happened in **Merrit v Merrit (1970)**, where it was held that an agreement between the husband and the wife, where the husband had agreed to pay the wife so that she could pay the mortgage on their joint matrimonial home and that he would transfer the house in her name afterward was held to have been binding. The decision in **Balfour v Balfour** was not followed in this case because, in **Balfour**, the parties had agreed while they were still together in marriage while in **Merrit**, the agreement was made after the husband and wife had separated. Moreover in **Merrit**, the husband had also written his promise on a piece of paper, which also seemed to suggest that there was an intention to create legal relations.

The presumption can also be rebutted in two other situations, Firstly, one party has shown reliance on the promise of the other party, as in **Parker v Clarke**, where the Clarks invited the Parker Family to live with them, promising their house would go to Mrs Parker's family. The Parkers sold their own home and moved in, but the arrangement fell apart and the Clarks asked them to leave, leading the Parkers to sue for breach of contract. The Parkers argued there was an intention to create legal relations because they had sold their own home in reliance on the agreement with the Clarks and the court held that this was sufficient to rebut the presumption. Secondly, the presumption may also be rebutted where the domestic agreement involves a serious situation, as in **Darke v Strout**, where it was held that the promise of the husband to pay maintenance created an intention to create legal relation because the wife had provided enough reason to have it enforced when she agreed to not claim her maintenance as determined by statute, but rather to receive a sum agreed onto between her and the husband.

Lastly, this presumption also applies to Social Agreements. In **Wilson v Burnett**, three women regularly played bingo together and discussed sharing any prize over £10. When one of them won £100,000, the others claimed there was an agreement to split the winnings. However, the court found the evidence did not show a clear intention to be legally bound and ruled there was no enforceable agreement to share the prize.

If money has changed hands, then it will not matter if the arrangement is made socially and it

TABLE OF CASES**CHAPTER 3: CAPACITY****NOTE: THERE ARE NO SUBTOPICS FOR THIS CHAPTER**

CASE NAME	SUMMARY/PRINCIPLE OF LAW
Nash v Inman	'Necessaries'- a court will consider the social conditions of a minor in determining whether the contract they entered into is necessary
Chapple v Cooper	Contracts for 'Necessaries' will also include contracts for services used by the minor
Clements v London and Northwestern Railway Co	A minor will be bound by an employment contract that is beneficial for them
De Francesco v Barnum	Minor will not be bound by an employment contract that is not beneficial for them
Doyle v White City Stadium	The rule on determining whether or not an employment contract is beneficial for the minor is not limited to traditional employment contracts but also other contracts
Edwards v Carter	Whether the minor terminates the contract in time to avoid obligations is a matter of fact and is determined on a case-to-case basis.
Corpe v Overton	When a minor has entered a contract, has paid something, and then cancels the contract, they will be able to recover their money if the contract they have entered has not begun operating.
Steinberg v Scala (Leeds) Ltd	When a minor has entered a contract and has paid something and then cancels the contract, they will not receive their money back if they have received something in return for their money.

STATUTORY LAW	SUMMARY/PRINCIPLE OF LAW
Section 1 Family Law Reform Act 1969	(Definition of 'Minor') Reduces the Age of Majority from 21 to 18; anyone below 18 years of age who enters a contract will be regarded as a 'minor'
Section 3 Sales of Goods Act 1979	(Contracts minors can validly enter) Minors will be bound by Contracts for Necessaries. Definition of Necessaries

<p>Section 2 and 3 Minors Contract Act 1987</p>	<p>Section 2 (Adults guaranteeing for minors will be liable) Section 3 (Remedy of Restitution will be available to people who unknowingly contract with minors)</p>
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NOTE: For Full Facts of each case, please consult your textbook.

CHAPTER 3: CAPACITY

Minors are a category of people identified by law whose power to make contracts is limited. This is because the law aims to protect minors from entering into contracts with dishonest businesspeople and others who might want to take advantage of them. Under the Family Law Reform Act 1969, minors are those parties who are below the age of 18. Before this Act came into force, this age was 21.

It is important to note that the law does not prevent minors from entering contracts but rather seeks to protect their interests once they have entered into the contract. Furthermore, as we will see, the law aims to strike a balance between protecting the interest of minors and also those adults who unknowingly enter into a contract with a minor in good faith and may end up suffering a loss as a result of unknowingly contracting with a minor. We will discuss this in more detail below.

It is also worth mentioning that the law on minor’s ability to contract comes from common law, and the basic rule of common law is that contracts will not bind minors. However, some contracts have been regarded by the law as binding on minors, and some are merely voidable, it is therefore important to explain which contracts may be binding on minors and which are not.

Essentially, Minor’s Contract can be divided into three categories:

1. Contracts entered into by Minors that are binding and valid on them.
2. Contracts entered into by Minors that are voidable for them; and
3. Contracts entered into by Minors that are unenforceable against them.

1. CONTRACTS ENTERED INTO BY MINORS THAT ARE BINDING AND VALID

Under Section 3 of the Sales of Goods Act 1979, where the minors get into a contract for the supply of ‘necessaries’, such contracts will be binding on them i.e., they will be held responsible by law if they do not perform their obligations as per the contract they have entered into.

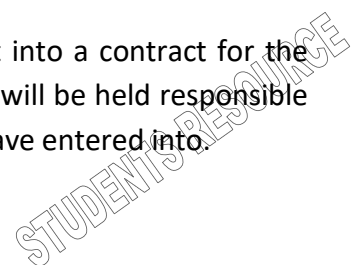


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CHAPTER 4: CONSIDERATION

SUB TOPIC: Introduction to Consideration and General Rules of Consideration

CASE NAME	SUMMARY/PRINCIPLE OF LAW
Dunlop v Selfridge	Definition of Consideration
Roscorla v Thomas	Consideration will only be considered valid for enforcing a promise where it has been given after the promise made by the other party. If consideration is given before the promise, consideration is not valid and promise cannot be enforced through that consideration.
ReMcardle	Principle Same as Roscorla v Thomas
Lampleigh v Braitwaite	Exception to Rule that Consideration can only enforce promise if it has been given after the promise and not before: If consideration is provided before promise has been made, but consideration has been provided on the promisor's request and carrying out the request will involve the promisee spending money, then promisee can enforce promise through that consideration.
ReCasey's Patents	Principle Same as in Lampleigh v Braithwaite
Thomas v Thomas	A promise will be enforced if the consideration is deemed valid by law, the quantity or amount of consideration does not matter
Chappell v Nestle	Principle Same as Thomas v Thomas; chocolate wrappers were considered as adequate consideration.
White v Bluett	Consideration must have economic/physical value. Emotional and Sentimental Value is not sufficient

SUB TOPIC: Performance of Existing Duty

CASE NAME	SUMMARY/PRINCIPLE OF LAW
Colins v Godefroy	Existing Public Duty (Existing Duties which someone is legally obliged to perform will not amount to consideration, and no promise can be enforce in exchange for performing such duties)
Glassbrook v Glamorgan County Council	Exception: However where someone does something beyond their public duty, that extra effort will amount to consideration and any promise made in exchange can be enforced
Ward v Byham	Moral Duties may amount to consideration and a promise made in exchange for them may be enforced
Stilk Myrick	Performance of an Existing Contractual Duty owed to promisor will not amount to consideration and cannot be used to enforce any promise.
Hartley v Ponsonby	Exception: Where duties performed go beyond the existing contractual duty, that extra duty can amount to consideration and enforce a promise made in exchange
Williams v Roffey Brothers	If an existing duty to supply goods and services under a contract provides an additional practical benefit to the other party, then such a duty will be valid consideration for any promise made in return
Scotson v Pegg	Existing contractual duty to provide a benefit to a third party can amount to consideration and enforce an additional promise made in exchange by a third party
Shadwell v Shadwell	Same Principle as Scotson v Pegg
Eurymedon	Same Principle as Scotson v Pegg
South Carribean Trading v Trafigura	The rule of Williams v Roffey Bros has been criticized and it has been stated obiter in this case by Glidewell LJ that he would not have followed the decision if it was not made by the HOL
Pinnels Case and Promissory Estoppel Cases	See Subtopic Below

SUB TOPIC: The Rule in Pinnel’s Case and its exceptions (Promissory Estoppel)

CASE NAME	SUMMARY/PRINCIPLE OF LAW
Pinnels Case	A debtor paying back a reduced sum of money (not full) they owe to a lender will not in itself amount to consideration. The lender can agree to accepting the reduced sum of money and still sue

TABLE OF CASES

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CHAPTER 5: TERMS OF THE CONTRACT

SUB TOPIC: Factors for considering when and how an Oral Statement may become a term of the contract

CASE NAME	SUMMARY/PRINCIPLE OF LAW
Heilbut, Symons & Co v Buckleton	The test used to determine whether a statement made is a term or not is based on 'intention' judged 'objectively' i.e., the viewpoint of an interested and reasonable bystander who would consider 'all the circumstances'
Bannerman v White	A statement is likely to be seen as a term if the injured party has made the other party aware that, had it not been for that statement, he or she would not have entered the contract.
Dick Bentley Productions Ltd v Harold Smith (Motors) Ltd	Where a statement is made by someone who has expert knowledge or skill that is relevant to the subject in hand, the courts will be more willing to deem that statement a term
Oscar Chess v Williams	Same Principle as Dick Bentley's Case
Routledge v Mckay	In general, the more time that elapses between the statement being made and the contract being concluded, the less likely the courts will be to regard the statement as a term,
Ecay v Godfrey	The more emphatically a statement is made, the more likely the courts will be to regard it as a term.
Schawel v Reade	The more emphatically a statement is made, the more likely the courts will be to regard it as a term.

STUDENTS RESOURCE

SUB TOPIC: Relative importance of Terms: Conditions, Warranties and Innominate Terms

CASE NAME	SUMMARY/PRINCIPLE OF LAW
Poussard v Spiers and Pond	If a term is regarded as a condition of the contract, its breach will allow a party to terminate the contract and claim for damages
Bettini v Dye	If a term is regarded as a warranty, then a breach of that will allow a party to only claim damages for the breach and not terminate the contract
The Mihalis Angelos	An 'expected readiness' clause in shipping contracts is a condition.
Hong Kong Fir Shipping Co Ltd v Kawasaki Ltd	Some terms cannot be defined before breach as conditions or warranties, In such a case whether or not a term is a condition or warranties will depend on the consequences of the breach. Such terms are called innominate terms
The Hansa Nord	The innominate terms can be present in any contract and cannot be excluded
The Chikuma	Parties who do not know their rights from the outset could embark on lengthy, expensive, and ultimately futile litigation
Schuler v Wickman	The courts have shown themselves ready to find that a term is innominate, even if the parties themselves describe it as a condition
Reardon Smith Line v Hansen Tangen	Parties will not be able to terminate a contract and therefore evade their responsibilities under the contract by claiming a minor breach of the contract due to the rule in Hong Fir

NOTE: For Full Facts of each case, please consult your textbook.

CHAPTER 5: TERMS OF THE CONTRACT

STUDENTS RESOURCE

TABLE OF CASES**CHAPTER 6: EXEMPTION CLAUSES****THERE ARE NO SUBTOPICS IN THIS CHAPTER**

CASE NAME	SUMMARY/PRINCIPLE OF LAW
L'estrage v Graucob	If a document is signed at the time of making the contract, its contents become terms of that contract, regardless of whether they have been read.
Curtis v Chemical Cleaning and Dyeing Co Ltd	The rule in L'Estrange v Graucob does not apply where there has been a misrepresentation as to the nature of the document signed.
Parker v Southeastern Railway	If separate written terms are presented at the time a contract is made, those terms only become part of the contract if the recipient had reasonable notice of them.
Olley v Marlborough Court Hotel	Notice must be given of the exemption clause before or at the time when the contract is being concluded
Thornton v Shoe Lane Parking	Same as in Olley
Chapelton v Barry UDC	Notice of an exemption clause will only be considered reasonable if it is given in a document that a reasonable person would expect to contain contractual terms.
Interfoto Picture Library v Stiletto Visual Programmes Ltd	The more unusual or onerous a particular term is, the greater the degree of notice required to incorporate it.
Spurling v Bradshaw	Exemption clauses may be incorporated by the Previous Course of Dealing
McCutcheon v David MacBrayne Ltd	Previous Course of Dealings Must be Consistent
Hollier v Rambler Motors Ltd	Exemption Clauses will not be incorporated if the previous course of dealings is not consistent
Houghton v Trafalgar Insurance Co Ltd	Contra proferentem Rule: An ambiguous exclusion clause will not be enforced
Ailsa Craig Fishing Co Ltd v Malvern Fishing Co Ltd	The Contra Proferentum Rule will not be applied severely to limitation clauses
Persimmon Homes Ltd and Others v Ove Arup and Partners Ltd and another	Contra Proferentum Rule has limited application for business-to-business contracts, only useful for consumer contracts
Photo Productions Ltd v Securicor Transport Ltd	The doctrine of Fundamental Breach is No longer applicable

STATUTORY LAW	SUMMARY/PRINCIPLE OF LAW
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TABLE OF CASES**CHAPTER 7: DISCHARGE**There are no subtopics in this chapter

CASE NAME	SUMMARY/PRINCIPLE OF LAW
Cutter v Powell	Example of application of Entire Performance Rule
Boone v Eyre	Where contracts have been substantially performed, there will
Hoenig v Isaacs	Example of Successful application of Substantial Performance Rule (an exception to entire performance rule)
Bolton v Mahadeva	Example of Unsuccessful application of Substantial Performance Rule (an exception to entire performance rule)
Sumpter v Hedges	Allowing a claim for Quantum Meruit
Planché v Colburn	Example of where damages for Quantum Meruit claimed rather than damages for breach of contract
Startup v McDonald	Where the other party refuses an offer made by the performing party to perform their duties as per the contract, the performing party will not be under any further obligation to perform their duties as per the contract
United Scientific Holdings Ltd v Burnley Borough Council	Where a contract is not originally one in which time is of the essence but due to delay in performance, a contracting party gives notice of a time limit on performance. The contract then becomes one for which time is of the essence.
United Scientific Holdings Ltd v Burnley Borough Council	Contracts where time is of the essence will end the contract if the time is not followed
Davies v Collins	A contract must also be performed personally if that is specified in the terms, or if, by implication, the terms prohibit vicarious performance.
Stewart v Reavell's Garage	Where vicarious performance is permitted, liability for performance nevertheless remains with the original contracting party

Taylor v Caldwell	The concept of the contract being frustrated established
Robinson v Davison	Contracts requiring personal performance will be frustrated if either party falls ill or is imprisoned, providing that the non-availability of that party substantially affects the performance
Nickoll and Knight v Ashton Edridge & Co	Where a contract lays down a particular method for performance, and this becomes impossible, the contract may be frustrated.
Fibrosa Spolka Akcyjna v Fairbairn Lawson Combe Barbour Ltd	If, after a contract is formed, a change in the law makes its performance illegal, the contract will be frustrated.
Krell v Henry	A contract can be frustrated where a supervening event makes the performance of a contract completely pointless, though still technically possible
Herne Bay Steam Boat Co v Hutton	The frustration of a contract due to a supervening event that makes the performance pointless will only be successful in limited cases
Tsakiroglou Co Ltd v Noblee Thorl GmbH.	A contract will not be frustrated just because it has become more onerous.
Davis Contractors v Fareham UDC	Where the supervening event that interferes with performance is one which the parties foresaw or could have foreseen, it is generally assumed that they made the contract with the knowledge of what could happen, and shaped their terms accordingly, therefore contract will not be frustrated.
Super Servant Two	A contract will not be frustrated when the frustrating event is due to the fault of one of the parties to the contract
Fibrosa Spolka Akcyjna v Fairbairn Lawson Combe Barbour Ltd	Consequences of Frustration: Where a contract has been frustrated, any advance payments made by one party to the other will be recoverable if there has been a total failure of consideration.
BP Exploration v Hunt	As regards identifying the valuable benefit, the courts have had difficulties determining what exactly the benefit was: it could be the 'end product' of the services or the services themselves.
Gamerco SA v ICM/Fair Warning (Agency) Ltd	In calculating the award of a just sum for the valuable benefit, the courts try to balance out the financial consequences of frustration, to prevent the unjust enrichment of one party at the expense of the other

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TABLE OF CASES**CHAPTER 8: REMEDIES**

Please note that these cases have been categorized into subtopics based on how questions have been asked on the different areas within each chapter. However, this categorization is only for the convenience of the reader. When preparing for exams you are required to know about all the cases relevant to a particular chapter and not just a particular subtopic. For more information on each case, please consult the accompanying notes. If you find any cases in these tables about which details have not been mentioned in the notes, the information in these tables is sufficient

SUBTOPIC: LIMITATION ON DAMAGES

CASE NAME	SUMMARY/PRINCIPLE OF LAW
Addis v Gramophone Ltd	Damages for mental stress could not be awarded in Commercial Contracts.
Jarvis v Swan Tours	Such compensation was first limited to cases involving contracts whose whole purpose was the provision of pleasure, relaxation, and peace of mind
Farley v Skinner	Damages for non-pecuniary loss where a major object (though not the whole purpose) of the contract was to provide pleasure, relaxation, and peace of mind have also been given
Perry v Sidney Phillips and Sons	Mental suffering can be compensated if it is related to physical inconvenience and discomfort caused by the breach of the contract
County Ltd v Girozentrale Securities	Causation: Example where breach caused loss
Quinn v Burch Bros (Builders) Ltd	Causation: Example where breach did not cause loss
Hadley v Baxendale	Test for Remoteness of Damages
Victoria Laundry (Windsor) Ltd v Newman Industries Ltd	Hadley v Baxendale Confirmed
The Heron II	Hadley v Baxendale Confirmed
Jackson v Royal Bank of Scotland	The time to determine what was reasonably foreseeable was the time at which the contract was made, not the time at which it was broken.
The Achilleas	When determining the issue of remoteness the courts had to take into account the parties' apparent intentions as to where responsibility for losses should fall, as this was relevant to determining what losses the parties could have reasonably foreseen

Super Shield Ltd V Siemens Building Technologies	Hadley v Baxendale test will be preferred over the test in the Achilleas
Brace v Calder	Example of Mitigation
British Westinghouse Electric Co Ltd v Underground Electric Rys Co of London Ltd (No 2)	Example of Mitigation

SUBTOPIC: CALCULATION OF DAMAGES

Golden Strait Corporation v Nippon Yusen Kubishika Kaisha (<i>The Golden Victory</i>)	Where events after the breach have affected the value of the loss suffered, the courts will look at the loss at the time of assessment.
Thompson Ltd v Robinson (Gunmakers) Ltd	As a result of the market price rule, the wronged party will often suffer no loss, as there is often no difference between the market price and the contract price.
Charter v Sullivan	Contrasting case to Thompson v Robinson Ltd
Ruxley Electronics and Construction Ltd v Forsyth.	A case where the cost of cure damages rule was considered
Chaplin v Hicks	Loss of Opportunity Rule Example. Damages may be claimed for loss of opportunities
Anglia Television Ltd v Reed	Reliance Loss Principle Example
C & P Haulage v Middleton	Bad Bargain Rule Example; Parties cannot claim damages for bargains in which they are making a loss
McRae v Commonwealth Disposals Commission	Damages for Expected Loss Principle may not be given if it is too difficult to speculate damages (Speculative Damages Rule)
Sapwell v Bass	Another Example of Speculative Damages Rule
Addis v Gramophone Ltd	Damages for mental stress could not be awarded in Commercial Contracts.
Jarvis v Swan Tours	Such compensation was first limited to cases involving contracts whose whole purpose was the provision of pleasure, relaxation, and peace of mind
Farley v Skinner	Damages for non-pecuniary loss where a major object (though not the whole purpose) of the contract was to provide pleasure, relaxation, and peace of mind have also been given
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