

Contract law: Offer Cheat Sheet

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Partridge v. Crittenden [1968] 1 WLR 1204

An advertisement is an invitation to treat. It is an expression of willingness to receive offers as the starting point of negotiations.

Carlill v. Carbolic Smoke Ball Company Ltd

[1893] 1 QB

Unilateral offers can be made to the world at large and acceptance need not be communicated

256 Pharmaceutical Society of Great

The display of goods in a self-service shop is an invitation to treat

Britain v.

Boots [1953] 1 All ER 482

Fisher v. Bell [1961] 1 QB 394

The display of goods in a shop window is an invitation to treat

British Car Auctions v. Wright [1972] An auction sale (bid) is an invitation to treat.

Harvey v. Facey [1893]

AC 552

1 WLR 1519

A statement of price is not an offer capable of acceptance

Communication of offers

Taylor v. Laird [1856] 25 LJ Ex 329

In order to be valid an offer must be communicated to the offeree. This means that no party can be bound by an offerof which they were unaware.

Inland Revenue Commissioners v. The offeree must have clear knowledge of the existence of the offer for it to be valid and thus enforceable.

Fry [2001] STC 1715 Termination of offers

Byrne v. The communication of Van revocation must be received Tienhoven [1880] 5

Where there is unilateral offer, Errington it cannot be revoked if the Errington performance has & Woods commenced. [1952] 1

KB 290 Ramsgate

Victoria Hotel v.

CPD 344

Offers can lapse after reasonable time. What is reasonable would depend on Montefiore the offer anf the subject [1866] LR matter of the contract. 1 Ex 109

Financings Ltd. v. Stimson

Offers terminate when certain conditions have not been met

[1962] 1

WLR 1184

Bradbury Where the offeror dies before v. Morgan [1862] 1 H & C 249

by a party.

the offer is accepted, the the offeror's personal representatives may still be bound by an acceptance provided that the offeree is ignorant of the offeror's death.

Reynolds ٧. Atherton [1921] 125 LT 690

Where the offeree dies before acceptance, then the offer lapses and the offeree's personale representatives will be unable to accept on behalf of the deceased.



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Published 22nd April, 2022. Last updated 22nd April, 2022. Page 1 of 1.

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