

Offer	
Smith v Hughes	Terms = RPT in O'ees shoes
OT Africa Lines v Vickers	Mistake invalid if O'ee knew or ought to
Harvey v Facey	Lowest price ≠ O
Grainger	Price list not offer
Boots Cash Chemist	Sale occurs at counter, not basket
Payne v Cave	O can be revoked any time before A
Sommerville v Rice	Revocation effective on communication to O'or
Kean v Dunfooy	O lapses after a reasonable time
Dysart Timbers v Neilson	O lapses on fundamental change in circumstances

Acceptance	
Robinson v Hemachandra	Acceptance = RPT O'or
Brogden v Metro Rail	Acceptance by conduct
Airways v Geyserland	A by conduct undermined by express disagreement
Lee v Sayers	A only by Offeree not 3rd party
Hyde v Wrench	Counteroffer = rejection of OG offer
Reparoa Stores v Treloar	CO = RPT in shoes of O'or
Stevenson v McLean	Enquiry ≠ CO
Powierza v Daley	E v CO = RPT O'or
Tinn v Hoffman	Cross offer ≠ A

Acceptance (cont)	
Kean v Dunfooy	A effective when O'or reads/- becomes aware of the conduct
CC v Telecom	O'or waived right to note -> break seal = A
Allbrite	O'or can mandate A mode - Express prescription required
Corrick	O'or can mandate A form - Express prescription required
Adams v Lindsell	Postal rule A effective on postage, if post specified in the offer
Holwell securities	Can't P rule if O'or req note or postage not requested in offer
Petterson v Gothard	Designation, past use or express
Pratt Contractors Ltd	Process contracts, bid cost/p-rep+promise A = C
Carbolic Smoke Ball Co	Unilateral contract to world, A on performance
Lindell Nominees	Unilateral cont. can't revoke if performance takes effort
R v Clarke	Deliberate Perf req. not just accidental, must be with the contract in mind.
Carruthers v Whittaker	Preliminary contracts
France v Hight	"letter to confirm details of our lease"

Acceptance (cont)	
FCE v ECNZ	Prelim = RPT obj bystander
Oracle NZ v Price Waterhouse	"in principle" ≠ preliminary contract
Ex-Cell-O Corp	Last terms clap wins
Boulder Consolidated	RPT on each Pty important

Agency	
Brayhead	Actual, Implied, and Apparent Auth. Implied Auth Reasonable in Agt's pos
Bowditch	Undisclosed Principal, Agent not party to contract
Siu Yin Kwan	1. Undisclosed P is pty to main C where Agt acts on P's behalf and enters C within scope actual auth. 2. Agt must intend to enter C on P's behalf. 3. undisclosed P's Agt can also sue/be sued. 4. Any claim against Agt available against P. 5. The terms expressly or by implication exclude P's right to sue/be sued. C itself, or circumstances abt C, may make Agt only pty in C.
Freeman	Apparent Auth due to Principal not Agts own actions
Pascoe Prop. Ltd	P knew, but didn't fix // held out as having authority = App auth



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Ratification

Durant	A must be as agt for Rat.
Boston Fishing	P must be able to agree at time of signing for Rat. to be possible// statutory exemption for not yet incorporated companies
Wright	Warranty of Auth. - breach by agt if has no auth when purported to have

Intention to enter into legal relations

Beevers	intn viewd obj - conseq etc
Parker v Clark	written + big consequences = intn
Padavatton	uniltrl var + vrbl-> no int
Mabon	Chrch stmt eff -> no int
Crompton	Expressly stated honour pledge/no intent -> no int
Esso Petroleum	Commercial benefit -> coins=sold
Carbolic Smoke Ball Co	\$ in bank to convince -> not puff

Certainty + Completeness

WCC	Sufficient cert. on all essential terms required
FCE v ECNZ	Economic = SC // Reasonable endeavours ≠ SC
Ouston	Hire purchase unclear -> ≠ SC
Nicolene	uncertain non-essential terms not enforceable but Cont. as whole is

Certainty + Completeness (cont)

Barker Bros	arbitration clause = C machinery can be used to determine uncertain terms
Money	Valuation = obj determinable - > SC
Agreement to Agree	FCE = not SC, WCC = Sometimes SC

Consideration

Thomas	\$1/yr = GC peppercorn lease
Sidway	Forbearance = GC
Couch	FB to sue = GC if believe they have a good case
Shanklin Pier	Prms suitable + prms enter main C = GC
Clyne	Discretionary pms ≠ GC
Re McArdle	Past Consideration ≠ GC
Reid	Prms existing statutorily obligated perf ≠ GC
Roffrey Bros	Vary C - \$ to avoid penalties + \$ to hire extra ppl
Antons Trawling	C var = no req for bilateral consideration
Teat	RBros still good, preference for AT view
NZ Ship. Co	3rd pty can now sue -> GC
Prop. Law Act 2017 s27A	Part pay on/after receipt OK
Foakes	Prms Partpayment ≠ GC - existing obligation
Kiwi Pack'g'ng	Prms Pp OK if \$\$ is in dispute
Temple	Prms Pp Ok if by 3rd pty - no ex ob

Promissory Estoppel

Krukziener	Written C beats any Verbal C
Maher	1. Pty assumed C formed 2. D induced P's belief 3. P relied on belief 4. D knew of belief 5. P's acts to their detriment 6. D did not attempt to avoid detriment to P
Wilson Parking NZ	Maher 6pts met, Court enforced intended deal



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