

1. Record Nr.	UNINA9910151600903321
Autore	Halson Roger
Titolo	Contract law // Roger Halson
Pubbl/distr/stampa	Harlow, England : , : Pearson Education, , [2013] ©2013
ISBN	1-4479-2287-5
Edizione	[Second edition.]
Descrizione fisica	1 online resource (600 pages) : illustrations
Collana	Longman law series
Disciplina	346.4202
Soggetti	Contracts - England
Lingua di pubblicazione	Inglese
Formato	Materiale a stampa
Livello bibliografico	Monografia
Note generali	Includes index.
Nota di bibliografia	Includes bibliographical references and index.
Nota di contenuto	Cover -- Contents -- Preface -- Table of cases -- Table of statutes -- Table of statutory instruments -- Table of treaties -- Table of EU directives -- 1 Introduction -- Why another book on contract law? -- The history of contract law -- The basis of contract -- The law of contract or contracts -- The law of obligations -- The real world -- Human rights and contract law -- Europe . . . -- . . . and Beyond -- Additional reading -- Part I: The negotiation stage -- 2 Negotiating the contract -- Introduction -- Estoppel by convention -- The objective test of agreement and the 'snapping up' of mistaken offers -- Mistake of identity -- Misrepresentation -- General principles -- Representations of fact -- Silence as misrepresentation -- Change of circumstances -- Half-truths -- Inducement -- The actions for misrepresentation -- Rescission -- The requirement of communication to the representor -- The bars to rescission -- The intervention of third-party rights -- Restitution is impossible -- Affirmation -- Lapse of time -- Misrepresentation Act 1967, s 2(2) -- Indemnity -- The recovery of damages -- The tort of deceit -- Misrepresentation Act, s 2 (1) -- The tort of negligent misrepresentation -- Misrepresentation in overview -- Proprietary estoppel -- Restitution: failed contract cases -- Advantages and disadvantages of a restitutionary analysis -- Collateral contracts -- A duty to disclose? -- Disclosure of terms -- Contracts uberrimae fidei -- Undue influence -- Fiduciary relationships -- Inequality of bargaining power -- Statutory disclosure requirements -- Quasi exceptions: conduct, half-truths and With v O'Flanagan -- Other

encouragements to disclosure: Sale of Goods Act 1979 -- A wider duty to disclose -- A duty to negotiate in good faith -- What is it? -- Do we have it? -- Do we need it? -- Conclusion -- Additional reading.

Part II: The birth of the contract -- A. Formation of a contract: the positive requirements -- 3 Agreement: offer and acceptance -- Introduction -- Whose agreement? -- Offers and invitations to treat -- Two cautions -- Advertisements -- Displays of goods -- Websites -- Auctions -- Tenders -- Standing offers -- Tickets and machines -- 'Shrink wrap' and 'click wrap' agreements -- The termination of an offer -- Revocation - bilateral contracts -- Revocation - unilateral contracts -- Rejection -- Lapse of time -- Death of offeror and offeree -- Acceptance -- Acceptance in bilateral contracts -- The postal rule of acceptance -- The rationale of the postal rule -- When does the postal rule apply? -- The consequences of the postal rule -- Silence as acceptance -- Acceptance in unilateral contracts -- Conclusion -- Additional reading -- 4 The enforceability of agreements: consideration and its alternatives -- The traditional definition -- Consideration and gift -- Consideration and request -- Consideration need not be adequate -- Past consideration -- Moral and economic consideration -- Compromise agreements -- Pre-existing duties -- The pre-existing duty arises from a contract with a third party -- The pre-existing duty arises from the law generally -- The alternatives to consideration -- Deeds -- Estoppel -- Additional reading -- 5 Form, intention and certainty -- Form -- Cautionary formal requirements -- Informational formal requirements -- Transferable formal requirements -- Intention -- Domestic and social arrangements -- Business agreements between strangers -- Certainty -- Vagueness -- Incompleteness -- Additional reading -- B. Formation: negative factors -- 6 Illegality in formation -- Introduction -- Policy objectives -- Statutory illegality -- Illegality at common law -- Contracts to commit a crime or tort -- Contracts promoting sexual immorality. Contracts prejudicial to the administration of justice -- Contracts injurious to the institution of marriage or prejudicial to family life -- Contracts liable to affect adversely the state's relations with other states -- Contracts inconsistent with good government -- Contracts in restraint of trade -- Employment contracts -- Contracts for the sale of a business -- Other anti-competitive practices -- Statutory control of anti-competitive practices -- Gambling contracts -- The consequences of illegality -- Enforcement of the contract -- The recovery of money and property -- Withdrawal from the illegal enterprise -- Where the parties are not equally guilty (in pari delicto) -- Recovery without reliance upon the illegal contract -- Transferor can recover because the transferee did not thereby obtain any interest -- Transferor can recover because the transferee's interest in the property was subsequently terminated -- Transferee may recover because the illegal contract was effective to transfer property to him -- The non-reliance principle and the law of trusts -- Critique of the non-reliance exception -- Severance -- Reform of the law -- Additional reading -- 7 Non-agreement mistakes -- Common mistake as to the existence of the subject matter of the contract -- Common mistake as to quality -- Mistake as to ownership of property -- Conclusion -- Additional reading -- C. Personnel -- 8 Capacity -- Minors -- Contracts for necessaries -- Beneficial employment contracts -- Ratification -- Voidable contracts -- Restitution by a minor -- Mental incapacity -- Companies -- Conclusion -- 9 Third parties -- Introduction -- The first rule: strangers cannot enforce contracts -- Exceptions to non-enforceability -- Contracts (Rights of Third Parties) Act 1999 -- Further limits upon the new third-party right -- Other statutory exceptions -- The trusts

exception.

Agency -- Collateral contracts -- Assignment -- The law of tort --
Action by the promisee -- Specific performance -- Stay of action --
Damages -- The second rule: contracts cannot impose obligations
upon strangers -- Land law -- The tort of interference with contractual
rights -- Bailment -- Additional reading -- Part III: The life of the
contract -- 10 The content of the contract: express and implied terms
-- Express terms -- Term or representation? -- Verification --
Importance -- Time -- The relative skill and knowledge of the parties
-- Parol evidence rule -- Collateral contract -- Implied terms --
Statute -- Implied term as to title -- Implied term as to description --
Satisfactory quality -- Fitness for a particular purpose -- Sale by
sample -- Other legislation -- Custom -- The common law --
Implication in fact -- Implication in law -- Interpretation -- Additional
reading -- 11 The content of the contract: exclusion clauses --
Exemption clauses -- Incorporation -- Construction -- The Unfair
Contract Terms Act 1977 -- Reform, scope, concepts and definitions
-- Liability for negligence -- Contractual liability -- Statutory implied
terms -- The Misrepresentation Act 1967, s 3 -- The Unfair Terms in
Consumer Contracts Regulations 1999 -- Overview -- Additional
reading -- 12 The modification of contracts -- Introduction --
Contractual flexibility -- Opportunism -- Where a rule of non-
enforcement works -- Where a rule of non-enforcement fails -- The
pre-existing duty doctrine -- Rescission and new contract -- A finding
of new consideration -- Duress -- Introduction -- The present
approach -- The legitimacy of the threat -- A threat to refuse future
business -- A threat to breach a pre-existing contract -- A threat to
commit a tort -- The requirement of 'compulsion' -- Vitiating of
consent -- Protest -- The existence of an adequate alternative.
The law provides a remedy for the damage which would result if the
threat were carried out -- The law provides a remedy for the damage
which would result if the threat were carried out which in all the
circumstances of the case is an adequate one -- Either the law provides
a remedy for the damage which would result if the threat were carried
out which in all the circumstances is an adequate one, or there exists
an extra-legal alternative which in all the circumstances of the case is
an adequate one -- Independent advice -- Subsequent affirmation --
The ability to pass on costs -- The non-enforcement rule -- Waiver --
Introduction -- Waiver as forbearance -- At common law -- In equity
-- Promissory estoppel -- Introduction -- Unambiguous representation
-- Reliance -- Promisee must have acted equitably -- Is promissory
estoppel suspensory or extinctive? -- The offensive limits of
promissory estoppel -- Introduction -- (a) Estoppel can be only used
as a defence -- (b) Estoppel can be used by a party seeking to enforce
a claim based upon a recognised cause of action to defeat the defence
or counter-claim of the other party -- (c) Estoppel can be used by a
party seeking to enforce a claim to prove one element of a recognised
cause of action -- (d) Estoppel can be used by a party seeking to enforce
a claim to prove all the elements of a recognised cause of action -- (e)
Estoppel has created a new cause of action -- The estoppel spectrum
operationalised -- Should promissory estoppel create a new cause of
action? -- Frustration -- Introduction -- Frustration and the allocation
of risk -- Increases in performance costs -- Imposed modifications --
Mitigation -- Conclusion -- Additional reading -- 13 Performance --
Withholding performance -- Incomplete performance -- Illegality in
performance -- Part IV: The death of the contract -- 14 Frustration.
Introduction.

essential guide to the life of a contract. It covers all stages of the process, from negotiation and formation, through its possible modification to the ending of a contract including a thorough examination of available remedies. Offering a modern, engaging account of all aspects of contract law, this new edition will give you a clear understanding of the legal principles which underpin the contractual process.
