



FE1 CONTRACT LAW

NIGHT BEFORE NOTES

Offer and Acceptance

- **Distinction between Offer and Invitation to Treat**
 - *Gibson –v- Manchester City Council* (Requirement of Finality / Commitment)
 - *Partridge –v- Crittendon* (Advertisements generally only an invitation to treat)
 - *Carlill –v- Carbolic Smokeball Company* (Special position / possibility of unilateral offer)
 - *Pharmaceutical Society of Great Britain –v- Boots Cash Chemist ; Ministry for Industry and Commerce –v- Pimm* (Display of goods will amount generally to an invitation to treat)
 - *Harris –v- Nickerson* (Auctions generally an invitation to treat – save if auction is ‘without reserve’ – see *Warlow –v- Harrison ; Tully –v- Irish Land Commission*)
 - Similar approach vis-à-vis tenders – see generally *Spencer –v- Harding*
 - *Harvey –v- Facey* (Quotations shall be generally construed as invitations to treat)

- **Termination of Offer**
 - *Dickinson –v- Dodds* (Revocation – must be communicated to be effective)
 - If not revoked, acceptance is effective on communication – where / how effective and communicated – *Entores Ltd. –v- Miles Far East Corporation / Parkgrange Investments –v- Shandon Park Mills*
 - *Errington –v- Errington* (revocation not possible once performance commences)
 - *Byrne –v- Van Tienhoven* (revocation by post only effective once received)
 - *Hyde –v- Wrench* (counter offer amounts to a rejection)
 - Delay or lapse of time may also terminate (*Commane –v- Walsh*)

- **Acceptance**
 - Must be a final and unequivocal expression of agreement to terms of an offer. Must not vary terms, or will amount to a counter-offer. Can be implied through conduct (*Brogden –v- Metropolitan Railway Co.*)
 - Silence will not be sufficient as to acceptance – *Felthouse –v- Bindley*. Unless express agreement / previous business dealings or cannot be returned.

- Communication must be sufficient to be effective – *Entores –v- Far East Miles Corporation* (when received for instant methods of communication); s.20 / 21 of the ECA 2000. The postal rule applies for letters of acceptance posted, effective when sent, *Adams –v- Lindsell / Kelly –v- Cruise Catering*. Exceptions if prescribed method, manifest inconvenience or public policy.

Consideration

- **Something of tangible value that is given or foreborne in exchange for a promise – *Thomas –v- Thomas , Dunlop –v- Selfridge***
- **Need not be adequate, but must be sufficient**
 - *Thomas , Chappell & Co. Ltd –v- Nestle* (Adequacy)
 - Sufficiency – must be something of value in the eyes of the law
 - *O’Neill –v- Murphy* (prayers do not constitute sufficient consideration)
 - Performance of existing public duty not sufficient unless something over and above that public duty – *Collins –v- Godefroy , Glasbrook Bros –v- Glamorgan County Council , Harris –v- Sheffield United , McKerrig –v- Minister for Agriculture*
 - Performance of existing contractual duty not sufficient – *Stilk –v- Myrick , North Ocean Shipping –v- Hyundai*
 - Part payment of a debt is insufficient – *The Rule in Pinnel’s Case , Foakes –v- Beer*. Confusion / criticism / unique nature thrown up by *Williams –v- Roffey Bros & Nicholls (Contractors) Ltd*
 - Forebearance may be sufficient consideration – *O’Keeffe –v- Ryanair Holdings*
- **Must not be ‘past’ consideration and must move from promisee:**
 - *Roscorla –v- Thomas , Reaffirmed in Provincial Bank of Ireland –v- O’Donnell and Law Society –v- O’Malley*. All demonstrate the rule against past consideration.
 - Exceptions – if implicit at the time that it was to be paid for, then may be sufficient – *Lampleigh –v- Braithwait / Bradford –v- Roulston*
 - *Pao On –v- Lau Yiu Long* - must be done at promisor’s request, understood that was to be paid for, type of payment or conferment is legally enforceable.
 - Must not be third party consideration – *Tweddle –v- Atkinson , McCoubrey –v- Thompson*
- **Estoppel – may be possible to enforce in absence of consideration**
 - May only be used as defence – ‘as a shield, not as a sword’. Seen early in *Hughes –v- Metropolitan Railway , Central London Property Limited –v- High Trees* – more recently in *Kenny –v- Kelly , Revenue Commissioners –v- Moroney*
 - Requirements – must be pre-existing legal relationship – *Combe –v- Combe* , must be an unambiguous representation - *Folens –v- Minister for Education* , must be reliance by the representee – *Daly –v- Minister for Marine , Association of GPs –v-*

Minister for Health , Tool Metal Manufacturing –v- Tungsten Electric Co. Ltd – an unconscionability must exist – *D&C Builders –v- Rees , Zurich Bank –v- McConnon*

- **Also Proprietary Estoppel – specific on property, where reliance on representation to persons detriment**
 - *Cullen –v- Cullen*
 - *Smith –v- Halpin*
 - *Re: Basham*
 - *CD –v- JDF*
 - *Thorner –v- Major*
- **Legitimate Expectation**
 - *Abrahamson –v- Law Society of Ireland*
 - *Triatic Limited –v- Cork County Council*
 - *Daly –v- Minister for the Marine*

Intention to Create Legal Relations

- Final core requirement – would ordinary reasonable man have believed there was an intention to create legal relations – *Edmonds –v- Lawson*
- Two main categories and presumptions – family, domestic or social (no intention) & commercial (intention exists). Both rebuttable on their facts

- **Family, Domestic or Social**

- *Balfour –v- Balfour*
- *Courtney –v- Courtney* – Husband and Wife
- *Jones –v- Padavatton*
- *Rogers –v- Smith* – Parent and Child
- *Mackey –v- Jones*
- *Hynes –v- Hynes*
- *Leahy –v- Rawson*

All explore and demonstrate that the presumption, where existing, can be rebutted – as same is inevitably a question of fact to be determined on a case-by-case basis.

- **Commercial Arrangements**

- Presumption that intention is present, unless rebutted by clear evidence that no such intention. Again nature of facts in each instance are key
- *Esso Petroleum –v- Commissioner for Customs & Excise , Cadbury –v- Kerry Co-Op & Dairy Disposal Co. Ltd*
- Application of ‘honour clause’ – *Rose & Frank Co. –v- Crompton*
- Also – letters of comfort – depends on actual wording of letter as to whether intention exists – *Kleinwort Benson –v- Malaysia Mining Corporation*
- Lottery syndicates – *Simpkins –v- Pays* / Religious Arrangements – *Zevevic –v- Russian Orthodox Christ the Saviour Cathedral*

- **Collective Agreements**
 - *Ford –v- A.E.U.W. , Ardmore Studios –v- Lynch , O’Rourke –v- Talbot* – the onus is on the person who asserts no legal effect is intended.
 - The uncertain of terms may cause difficulty in enforcement. Note also the *Industrial Relations Act 1946*.

Formal Requirements & Capacity & Privity

- **S.2, Statute of Frauds (Ireland) Act 1695 – applies to various contracts, requiring a formal note in writing and signed – main one being contracts for the sale of land**
 - Must contain the 3P’s – parties, property and price – *Godley –v- Power*
 - *Guardina Builders –v- Patrick Kelly*
 - *Black –v- Grealy*
 - *Casey –v- Irish Intercontinental Bank* – Signature is broad and can be headed notepaper
 - *Kelly –v- Ross and Ross / McQuaid –v- Lynam* – joiner of documents possibility
- **Subject to Contract**
 - May invalidate a document constituting a valid memorandum
 - *Kelly –v- Park Hall School , Irish Intercontinental Bank –v- Casey , Mulhall –v- Haren , Boyle –v- Lee* (most recent SC decision, reaffirming the orthodox view)
- **Part Performance**
 - *Lowry –v- Reid*
 - *Steadman –v- Steadman*
 - *Mackie –v- Wilde*
 - *Kingswood Estate –v- Anderson*
- **Capacity**
 - Minors – Necessaries & Beneficial Contracts of Service
 - *Chapple –v- Cooper , Skrine –v- Gordon , Nash –v- Inman*
 - *De Francesco –v- Barnum , Toronto Marlborough Hockey Club –v- Tonelli , Doyle –v- White City Stadium*
- **Privity**
 - Common law rule that ensures a contract is only enforceable by, and against, the parties to it
 - *Tweddle –v- Atkinson , McCoubrey –v- Thompson , Murphy –v- Bower , Mackey –v- Jones*
 - Exceptions to principle – Trusts of Contractual Rights (*Tomlinson –v- Gill , Drimmie –v- Davies* – an intention to create a trust seems to be necessary per *Cadbury Ireland –v- Kerry Co-Op Creameries Ltd*) / Agency (*Adler –v- Dickinson , The Euymedon Case [New Zealand Shipping –v- A.M. Satterthwaite] , Hearn and Matchroom Boxing –v- Collins*)

Contractual Terms

- **Classification** – warranty, condition, innominate terms (*Hong Kong Fir Shipping Co. –v- Kawasaki*)

- **Express Terms** – warranty –v- representation (part of contract –v- not part)
 - Key factors of determining include, when was the statement made (*Routledge –v- McKay*), if person has special skill (*Dick Bentley Productions –v- Harold Smith*), importance of statement (*Carey –v- Irish Independent Newspapers*) and whether it is indicated that the statement can be relied upon and need not be verified (*Schawel –v- Reade*)
 - In addition to those above, good examples of application of this test
 - *McGuinness –v- Hunter*
 - *Hummingford Motors –v- Hobbs*
 - *Oscar Chess –v- Williams*
 - *Bank of Ireland –v- Smith*

- **Parol Evidence Rule** – Not capable of contradicting, varying, adding or subtracting from the terms of a written contract (*Bank of Australasia –v- Palmer*). Contract is bounded by its ‘four walls’ – *Macklin & McDonald –v- Greacan*.

- **Exceptions** have basically abolished it though, so as to avoid considerable injustice
 - If written document does not reflect entire contract – *Clayton Love –v- B&I Steampacket*
 - If needed to explain circumstances surrounding the agreement – *Revenue Commissioners –v- Maroney*
 - If needed to explain the subject matter – *Chambers –v- Kelly*
 - To correct a mistake
 - If found that a collateral contract exists

- **Implied Terms** – either implied as matter of fact, or matter of law – cannot simply do so because of reasonableness or fairness (*see generally – Tradax Ireland –v- Irish Grain Board*)

- **Matter of Law**
 - Implied under the Constitution – *Glover –v- BLN*
 - Implied under Statute (many, but notably in contract law, those under Sale of Goods and Sale of Services Act 1980)
 - Implied under Common Law – must be a defined type of contract and necessary (*Liverpool City Council –v- Irwin*)

- **Matter of Fact** – utilisation of various tests to determine same
 - **Officious Bystander Test**
 - *Shirlaw –v- Southern Foundaries* (‘Oh, of course’)

- *Corran Foods Ltd –v- Eagle Star* (not implied where conflicts with express terms)
- *Horan –v- O’Reilly*
- **Business Efficacy Test**
 - Presumed that parties intended their agreement should be workable and effective – *The Moorcock , Butler –v- McAlpine*
 - Not implied because reasonable – due because necessary to give business reality and efficacy – *Dakota Packaging –v- Wyeth*
- **Custom and Practice Test**
 - *O’Conail –v- Gaelic Echo*
 - *BP Refinery case*

Exemption Clauses

- **May be exclusion or limitation clause (viewed with less suspicion perhaps) – *Alisa Craig Fishing –v- Malvern Fishing***
- Must be incorporated into contract and construction will be carefully reviewed by courts to ensure it covers the circumstances in question
- **Incorporation**
 - Signed (*L’Estrange –v- Graucob , O’Connor –v- First National Building Society , Carroll –v- An Post National Lottery*)
 - If not signed, but reasonable steps have been taken to bring clause to attention of affected party – have they been taken?
 - *Parker –v- South Eastern Railway Co*
 - *Ryan –v- Great Southern & Western Railway Co*
 - *Shea –v- Great Southern Railway*
 - Was notice given in advance / at time of contract?
 - *Olley –v- Marlborough Court Ltd , Thornton –v- Shoelace Parking , Spurling –v- Bradshaw (by course of dealings)*
 - Narrow construction / interpretation – contra proferentum (*White –v- Warwick / Canada Steamship Line –v- R*)
 - May never be exempt from a fundamental breach? Resiled from this – possible if clear enough – *Photo Productions Ltd –v- Securicor Transport / Western Meats Ltd –v- National Ice and Cold Storage*

Consumer Protection

- **Sale of Goods Act 1893, Sale of Goods and Supply of Services Act 1980** – various details and nature of clauses – esp. on exclusion of same as well, to be known and capable of explanation, both briefly and in more detail (dependent on question)
 - Section 12 – Title and implied warranties
 - Section 13 – Sale by Description – *Moore & Co. –v- Landauer, Fogarty –v- Dickson / Description –v- Quality – Oscar Chess –v- Williams*
 - Section 14 – Quality of Goods – Merchantable Quality / Fitness for Purpose – *Bernstein –v- Pamson Motors, Rogers –v- Parish, Wallis –v- Russell*
 - **Protection against exclusion clauses unfairly prejudicing consumer**

- **Other legislation**
 - European Communities (Unfair Terms in Consumer Contracts) Regulations 1995 – key factor and analysis on test of unfairness – reg. 3(2)
 - Contracts negotiated away from Business Premises – 1989 Regulations
 - Distance Selling – EC (Protection of Consumers in Respect of Contracts made by Means of Distance Communication) Regulations 2001

Misrepresentation

- **May be classified as fraudulent, innocent or negligent**
 - Fraudulent – *Derry –v- Peek*
 - Negligent – *Hedley Byrne –v- Heller*

- **Must be as to Fact, not intention or opinion**
 - *Wales –v- Wadham*
 - But opinion may be actionable, if exceptional statement reasonable of being relied upon by representee – depends on circumstances
 - *Esso Petroleum –v- Marsden* (yes)
 - *Bissett –v- Wilkinson* (no)

- **Must induce the other party into the contract**
 - *Smith –v- Chadwick*
 - *Attwood –v- Small*
 - *Darlington Properties Ltd –v- Meath County Council*

- **Silence generally insufficient as a misrepresentation – but where capable of interpretation as active misrepresentation, it may be used / relied upon**
 - *Gill –v- McDowell*
 - *Walters –v- Morgan*

- **Special Position of Contracts made in *uberrimae fides* and notion of materiality to same**
 - *Rozanes –v– Bowen*
 - *Chariot Inns Ltd –v– Assicurazioni SPA*
 - *Pan Atlantic Insurance Co –v– Pine Top Insurance*
 - *Aro Road & Land Vehicles –v– Insurance Corporation of Ireland*
 - *Kelleher –v– Irish Life Assurance Company*
 - *Keating –v– New Ireland Assurance*

Test has evolved to that of the ‘reasonable proposer’ from the ‘prudent insurer. Proposer in full disclosure is just expected to be honest, not omniscient. ‘Basis of contract’ clauses will be interpreted harshly and strictly in a *contra-proferentum* manner

- **Key remedy in this event is that of rescission – remember always that equitable remedy**
 - Consider whether contract affirmed - *Re: Hop and Malt Exchange*
 - Consider where too long a delay in bringing claim – *Leaf –v– International Galleries*
 - Consider doctrine in *Seddon –v– North Eastern Salt* – right to rescission lost once executed
 - Consider whether *restitutio in integrum* remains possible, If not – rescission may be refused – *Clarke –v– Dickson* – or where to grant same would unduly prejudice the position of third parties – *Anderson –v– Ryan*

Mistake

- **Must be one of fact and not of law – ignorance of the law is no defence**
 - *O’Loughlan –v– O’Callaghan* , *Cooper –v– Phibbes* (abolished in England in *Kleinworth Benson –v– Lincoln City Council*)
- **Common Mistake**
 - Mistake as to existence of subject matter (*res extincta*)
 - *Coururier –v– Hastie*
 - *Strickland –v– Turner*
 - *Galloway –v– Galloway*
 - s.7, *Sale of Goods Act 1893*
 - Mistake as to underlying assumption, fundamental to contract
 - *Bell –v– Lever Bros*
 - *Leaf –v– International Galleries* (must go to root of contract, not sufficient if just one of quality)
 - *Fitzsimons –v– O’Hanlon*
 - More flexible remedy in equity – *Solle –v– Butcher / Great Peace Shipping Ltd –v– Tsaviris Salvage* (seeks to clarify the common law /equity distinction)
 - Irish courts continue to follow the *Bell* and *Solle* approach and reasoning though.

- **Mutual Mistake**
 - No meeting of mind / no consensus ad idem
 - *Smith –v- Hughes*
 - *Wood –v- Scarth* (what would a reasonable man presume)
 - *Raffles –v- Wichelhaus*
 - *Mespil –v- Capaldi*

- **Unilateral Mistake**
 - If one party is aware, or should be aware of the other’s mistake
 - *Webster –v- Cecil*
 - *Hartog –v- Colin and Shields*

 - Mistake as to identity
 - *Cundy –v- Lindsay*
 - *Phillips –v- Brooks Ltd*
 - *Ingram –v- Little*
 - *Lewis –v- Avery*

- **Remedies may vary – damages, should be considered – though only if a warranty, or fraudulent / negligent misrepresentation was made – must also consider rectification**
 - Equitable remedy allowing correction – *Nolan –v- Graves and Hamilton , Lucy –v- Laurel Construction* – effectively to correct terms to basis of oral contract already reached
 - Also note other associated remedy – for purposes of certainty – of *non est factum* – operating to vitiate / void the contract for mistake – strictly limited and applied – *Bank of Ireland –v- McManamy , Saunders –v- Anglia Building Society*

Duress and Undue Influence

- **Duress involves protection against forcing into contract through threats – whether or personal harm, or other grounds as the doctrine has developed**
 - *Barton –v- Armstrong* – threats of violence sufficient for duress
 - *Griffith –v- Griffith* – even lesser forms of duress sufficient
 - *D&C Builders –v- Riss* – economic duress acknowledged
 - Fine line though – must go beyond normal bargaining – nature of pressure and unreasonableness of demand accompanying the pressure are two key factors – *R –v- AG for England and Wales*
 - Stage when this tips over into illegitimacy can be a difficult one to draw, but some cases are illustrative – *The Universe Sentinel , Atlas Express Ltd. –v- Kafco Ltd.*

- **Actual Under Influence**
 - *O’Flanagan –v- Ray-Ger Limited*

- **Presumed Undue Influence**
 - Automatic presumption based on confidential relationship, or when facts demonstrate a relationship similar in nature to same and such common categories
 - 1st Part – Solicitor, client / Parent, child / Doctor, Patient – *White –v- Meade* , *McMakin –v- Hibernian Bank*
 - 2nd Part – must be proven that relationship was of trust and confident and that ultimate transaction was of manifest disadvantage
 - *Royal Bank of Scotland –v- Etridge*
 - *R –v- Hutton*
 - *McGonigle –v- Black* (placing of trust is key)
 - Special position and case-law regarding married couples. Not falling into first category above, but variety of case-law on point
 - *Barclays Bank –v- O’Brien*
 - *Bank of Ireland –v- Smyth*
 - *Bank of Nova Scotia –v- Hogan*
 - *Royal British Bank –v- Etridge*

- **Unconscionable Bargain**
 - Equitable doctrine closely related – four elements to be established (*Boustaney –v- Piggott*):
 - Bargaining impairment – *Grealish –v- Murphy*
 - Exploitation – *Rae –v- Joyce*
 - Manifestly Improvident – *Rooney –v- Conway*
 - Lack of Adequate Advice

Illegal and Void Contracts

- **Effects of Illegality**
 - **Unlawful on its face – void ab initio**
 - *Grey –v- Cathcart*
 - *Murphy –v- Crean*
 - *Hayden –v- Sean Quinn Properties*
 - **Performed illegally**
 - *Marles –v- Philip Trant & Sons*
 - *Kavanagh –v- Caulfield*
 - *Ashmore –v- Dawson*
 - **Recovery of property passed under illegal contract**
 - *Collins –v- Blanton*
 - *St. John Shipping –v- Rank*
 - *Hughes –v- Liverpool Victoria Friendly Society*

- **May be illegality under statute, but also under various grounds at common law**
 - Contracts to commit a crime or tort (*Everet –v- Williams* , *Beresford –v- Royal Insurance Company* , *Gray –v- Barr*)

- Contracts to defraud the revenue – *Starling Securities –v- Woods*
 - Contracts which break foreign laws
 - Contracts trading with enemies of the state – *Ross –v- Shaw*
 - Contracts that attempt to corrupt public officials
 - Contracts promoting immorality – *Pearce –v- Brooks*
 - Contracts tending to prejudice the administration of justice (*Nolan –v- Shiels , Keir –v- Leeman*) – includes maintenance and champerty – *Re: Trepcza Mines , Fraser –v- Buckle*
- **Void Contracts**
 - Distinct from illegal contracts, as basis of public policy determining that certain provisions should be deemed repugnant and potentially carved from the remainder of a ‘savable’ contract
 - **Contracts ousting the jurisdiction of the courts** (*Lee –v- Showman’s Guild of GB , Scott –v- Avery*)
 - **Contracts subverting the sanctity of marriage** (*MacMahon –v- MacMahon , Ennis –v- Butterly*)
 - **Contracts in Restraint of Trade** – though may be viable if reasonable and in protection of a legitimate proprietary interest – application of the various case-law is key
 - *Esso Petroleum –v- Harper’s Garage*
 - *John Orr Ltd –v- Orr*
 - *Faccenda Chicken –v- Fowler*
 - *Murgitroyd –v- Purdy*
 - *Nordenfelt –v- Maxim Nordenfelt* (can be worldwide)
 - *McEllistrem –v- Ballymacelligott Co-Op* (reasonableness of extent of restraint treated individually on its merits)
- **Severance**
 - Main distinction between illegal and void contracts, the latter may be saved by severing the repugnant part out – the so-called ‘blue pencil’ test – leaving the rest enforceable
 - *John Orr Ltd –v- Orr*
 - Cannot be used to rewrite the contract, used only where a line can be drawn, without changing the overall agreement substantially.
 - *Mason –v- Provident Clothing and Supply Company Ltd*
 - *Marion White –v- Francis*

Discharge of Contracts

- **Agreement**
 - Must be mutual agreement, accord and satisfaction present.

- **Performance**
 - Entire Contract – v.harsh, but matter of construction whether formed or not
 - *Nash –v- Hartland , Cutter –v- Powell , Coughlan –v- Moroney*
 - Substantial Performance – exception at equity
 - *Hoening –v- Issacs , Bolton –v- Mahadeva , Kincora Builders –v- Cronin*
 - If voluntarily acceded to some level of part / incomplete performance, that can be binding – *Sumpter –v- Hedges*
 - Payment for part performance can also be due if contract is a divisible contract (*Taylor –v- Laird , Brown –v- Wood*) – or if complete performance is prevented by the other party (*Planche –v- Colburn*)

- **Breach**
 - Repudiatory – *Athlone Rural DC –v- Campbell & Son , Hochester –v- De La Tour*
 - Fundamental – *Dundalk Shopping Centre Ltd –v- Roof Spray Limited*. Key identifying features – ***seriousness and effect of breach and likelihood of recurrence in contracts with future obligations to be performed***
 - Breach of Condition

- **Frustration**
 - **Doctrine has evolved to deal with scenarios where obligations can no longer be performed as a result of circumstances outside the control of either party**
 - *Paradine –v- Jane*
 - *Gamble –v- The Accident Insurance Company*
 - *Taylor –v- Caldwell* (somewhat a relaxation to avoid harsh results)
 - Difference between impossibility and mere difficulty - *Davis Contractors –v- Fareham UDC , Zuphen –v- Kelly*
 - Frustration of purpose – *Krell –v- Henry , Herne Bay Steam Boat –v- Hutton , National Carriers Ltd –v- Panalpina*
 - Whether event of frustration was foreseeable or not – *Mulligan –v- Brown , McGuill –v- Aer Lingus and United Airways , Neville & Sons Ltd –v- Guardian Builders Ltd*
 - Self-induced frustration shall not suffice to enable a discharge of contract (*Herman –v- Owners of SS Vicio , Maritime Fish Ltd –v- Ocean Trawlers*)

Remedies

- **Damages**
 - **Question of causation and remoteness of damages must be considered** – *Hadley – v- Baxendale* . *Victoria Laundry –v- Newman Industries* – that which flows naturally, plus that which is ‘reasonably foreseeable’ from the knowledge of the party in breach, are damages capable of recovery
 - *Wilson and Dunville (1st limb)*
 - *Waller –v- Great Western Railway , The Heron II , Kep –v- instasun Holidays Ltd (2nd limb)*
 - **Requirement on plaintiff to mitigate his loss** – otherwise may prejudice claim:
 - *Brace –v- Calder , Cullen –v- Horgan*
 - *Lennon –v- Talbot (Ireland)* – does not extend to accepting prejudicial terms
 - Losses may be categorised – expectation, reliance (*Anglia Television –v- Reed*), restitution (*Hickey –v- Roches Stores*)
 - **Consequential loss** may also be recovered, if not too remote, per earlier tests - *Stoney –v- Foley , Leahy –v- Revenue Commissioners , Malik –v- BCCI* (whilst rare – damage for loss of reputation may be possible)
 - **Damages for non-financial loss, inconvenience and emotional distress?**
 - *Hobbs –v- London South Western Railway*
 - *Kelly –v- Crowley*
 - *Jarvis –v- Swan Tours*
 - *Diesan –v- Samson*
 - **Penalty Clauses / Liquidated Damages / Acceleration Clauses**
 - *Dunlop Pneumatic Tyre –v- New Garage & Motor Co.*
 - *O’Donnell & Co. Ltd –v- Truck and Machinery Sales Ltd*
 - *Angelic Star*
- **Other Remedies (several seen above on specific areas)**
 - Specific Performance - be alive to principles of restriction, *not where damages are an adequate remedy / not where involving personal contract of service / where the courts would need a continual involvement or oversight*
 - Restitution
 - Rectification
 - Rescission
 - Injunctions
 - Quantum Meruit