

tenth edition

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the modern law of contract

Richard Stone

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THE MODERN LAW OF CONTRACT

Tenth Edition

Richard Stone



Tenth edition published 2013
by Routledge
2 Park Square, Milton Park, Abingdon, Oxon, OX14 4RN

Simultaneously published in the USA and Canada
by Routledge
711 Third Avenue, New York, NY 10017

Routledge is an imprint of the Taylor & Francis Group, an informa business

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First edition published by Cavendish 2002

Ninth edition published by Routledge 2011

British Library Cataloguing in Publication Data

A catalogue record for this book is available from the British Library

Library of Congress Cataloguing in Publication Data

Stone, Richard, 1951 Mar. 7–

The modern law of contract / Richard Stone.—10th ed.
p. cm.

1. Contracts—England. 2. Contracts—Wales. I. Title.

KD1554.S758 2013

346.4202—dc23

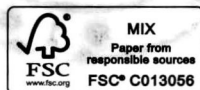
2012038337

ISBN: 978-0-415-63094-8 (hbk)

ISBN: 978-0-415-63095-5 (pbk)

ISBN: 978-0-203-06875-5 (ebk)

Typeset in Helvetica Neue
by RefineCatch Limited, Bungay, Suffolk



Printed and bound in Great Britain by
TJ International Ltd, Padstow, Cornwall

Preface

The aim of this book is to provide a comprehensive but readable account of what I have termed 'the modern law of contract'. By this I mean the law of contract as applied by the English courts in the early twenty-first century. This I see as being still rooted in the forms of the classical theory of contract (which is generally accepted as dating from the late nineteenth century), but with those forms increasingly being stretched to adapt to the modern world. The inadequacies of the classical model that are thus exposed have been the subject of much commentary and analysis, together with suggestions of better models which might be adopted. Understanding the modern law requires an awareness of these critical analyses and this I have attempted to provide throughout the text. What results is not, however, and is not intended to be, a radical re-reading of this area of law. A quick look at the chapter headings will show an overall structure that will be familiar to all contract lecturers. For the purposes of exposition, many familiar authorities have been used. Throughout, however, and in particular through the footnotes, I have tried to indicate ways in which the classical model of contract may be or is being challenged and developed, whether openly or surreptitiously. I hope that the result is a treatment of the law which is easy to follow (to the extent possible given the complexity of some areas) but which is also sufficiently rich to provide a challenge to more discerning readers. At the very least I hope that such readers will be encouraged to think about and explore new lines of thought on a variety of topics.

The previous editions have been well received by students and lecturers, and there are no major changes to the structure of this edition. One innovation is the introduction of 'In Focus' sections. These do not for the most part contain new material, but are designed to highlight some of the more discursive sections in each chapter, and to separate these more clearly from the straightforward exposition of the law. Diagrammatic summaries continue to appear at various points in every chapter to provide assistance to students who find visual representations easier to digest than plain text. 'Key cases' are highlighted. These are intended to be the cases that 'all students of contract law should know' on each topic. This is inevitably to some extent a personal selection, and no doubt other teachers will object that their favourite examples have been excluded. The 'For Thought' questions that appear in each chapter are intended to stimulate students into thinking about issues for themselves, and developing a critical approach to the law – not simply accepting what judges and commentators say as the only possible answer to any particular question. For this reason no answers are provided to these questions.

New case law covered in this edition includes the decisions of the Supreme Court in *Rainy Sky KA v Kookmin Bank* (2011) and the Court of Appeal in *Pink Floyd Music Ltd v EMI Records* (both on the interpretation of contracts); *Daventry District Council v Daventry & District Housing Ltd* (2012) (CA) (mistake); and *Edwards v Chesterfield Royal Hospital NHS Foundation Trust* (2011) (SC) (damages for non-pecuniary loss).

Readers should note that as regards the use of the terms 'claimant' and 'plaintiff', I have continued the practice of previous editions, which is to use the label that will be found in the report of any particular case (which will depend on when the action was brought). Where the word is used generically, rather than in relation to a particular case, 'claimant' is used.

Finally, my thanks to my publishers, Routledge, and in particular Emma Nugent, for their patience and assistance in seeing this edition through to publication, and to my wife, Maggie, for her support during the writing process.

The law is stated, as far as possible, as it stood on 31 August 2012.

*Richard Stone
Elston, Newark
October 2012*

Guide to Using the Book

The Modern Law of Contract is rich in features designed to support and reinforce your learning. This Guided Tour shows you how to make the most of your textbook by illustrating each of the features used by the author.

7.1 OVERVIEW

This chapter deals with the situations w/ for breach of contract by including excl area governed by both common law and in the latter half of the twentieth century law rules were developed earlier to deal parties. The common law is looked at fi

These overviews are a brief introduction of the core themes and issues you will encounter in each chapter.

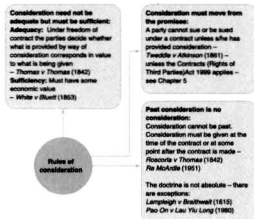


Figure 2.1

Visual learners are catered for via a series of diagrams and tables which help facilitate the understanding of concepts and interrelationships within key topics.

For Thought

If you are invited to take part in a lot written agreement as to how the prize

'For Thought' boxes encourage discussion on topical issues and help you to critique current law and reflect on how and in which direction it may develop in the future.

Key Case RTS Flexible Systems Ltd (UK Production) (2010)

Facts: The parties were in negotiator work. Work started on the basis of a L intended that there should be a forma ment on many terms, including the pi finalised or signed. On a preliminary is

A variety of landmark cases are highlighted in text boxes for ease of reference. The facts and decisions are presented to help you reach an understanding of how and why the court reached the conclusion it did.

3.16 SUMMARY OF KEY POINTS

- Promises can be enforceable w by consideration, or where the
- Consideration is the primary be English law.

11.12 FURTHER READING

- Auchmuty, R, 'The Rhetoric of Equ Chapter 3 in Mulcahy, L and Whee Law, 2005, London: Glasshouse P
- Birks, P and Chin Nyuk Yin, 'On th

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Now visit the companion website to:

- Revise and consolidate your knowledge of III Choice Questions on this chapter
- Test your understanding of the chapter's law



2.4.1 IN FOCUS: AGREEM

It has been argued by Collins courts are not actually looking

whether or not the negotia parties can reasonably sup it can be relied upon.⁸

Chapter Summaries

The essential points and concepts covered in each chapter are distilled into bulleted summaries at the end of each chapter in order to provide you with an at-a-glance reference point for each topic.

Further Reading

Selected further reading is included at the end of each chapter to provide a pathway for further study.

Companion Website

Signposts to relevant material available on the book's popular Companion Website are included at the end of each chapter.

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The 'In Focus' icon highlights sections that offer commentary on and critical evaluation of the law.

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Hone your writing skills by taking on a set of contract law essay and problem questions, and comparing your ideas with the author's fully worked model answers.

Explore further

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