

بسمه تعالی

موسسه آموزش عالی میعاد

متون حقوقی ۱

استاد: دکتر فردین محمدی

پاییز ۱۴۰۲

19 Contract Law-Formation of Contract

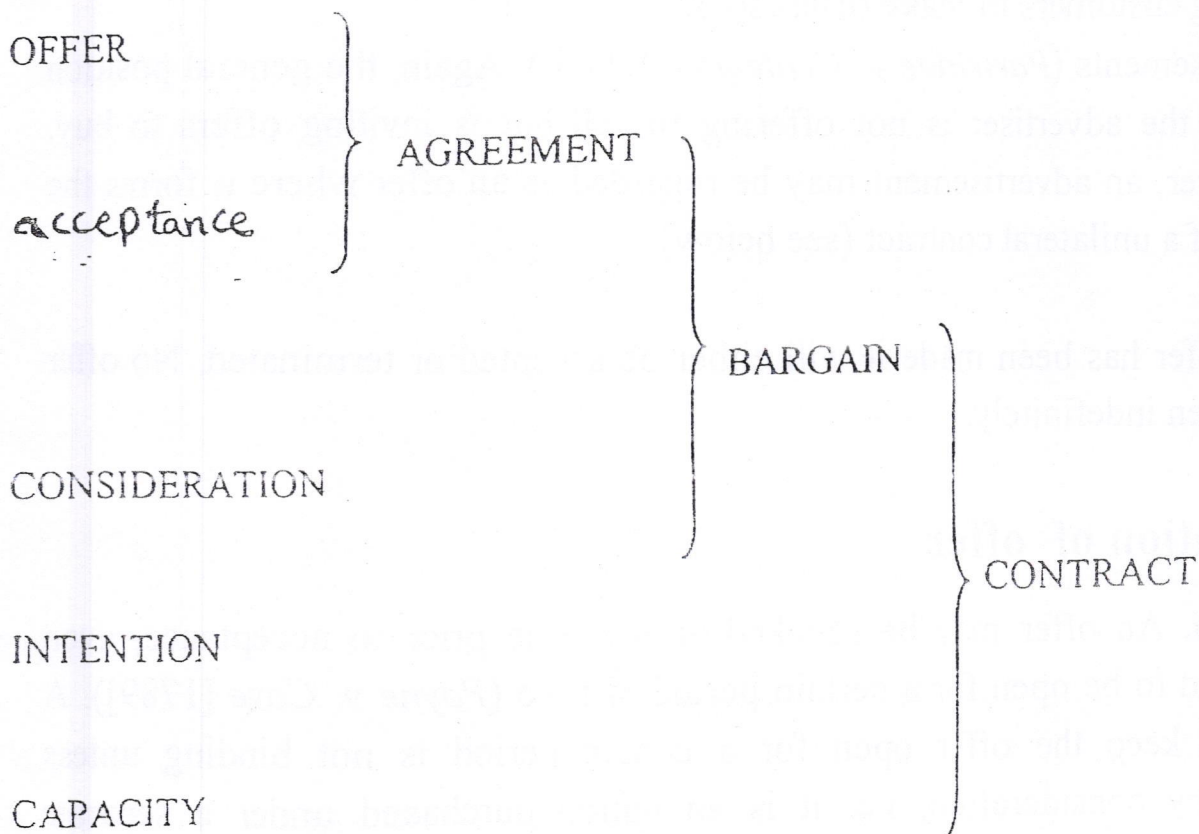
Key Points

After reading this chapter, you will be able to:

- ☞ describe the rules of law relating to contractual offers (including invitations to treat);
- ☞ describe the rules of law relating to contractual acceptance;
- ☞ describe the rules of law relating to consideration;
- ☞ describe the rules of law relating to contractual intention;
- ☞ describe the rules of law relating to contractual capacity.

Introduction

Put simply, a contract is an agreement enforceable at law. However, while all contracts are agreements, not all agreements are contracts. Therefore, a contract is a particular type of agreement that can be identified by certain characteristics:



Offer

An offer is a proposition put by one person (offeror) to another (offeree) with an indication that they are willing to be bound by its terms should the other person accept. The proposition can be made orally, in writing or by conduct, and made to a specific individual, group or the world at large. To be regarded as an offer it must be clear, precise and capable of acceptance as it stands (*Harvey v. Facey* [1893]; *Gibson v. Manchester C.C.* [1979]).

Invitations to treat

An invitation to treat is a proposition indicating a willingness to consider offers made by others or to enter into negotiations. It is important to distinguish between offers and invitations to treat, as while an offer is binding once accepted, an invitation to treat is not. However, this is not always an easy distinction to make, as some propositions commonly regarded as offers are, in legal terms, only invitations to treat. Two common forms of invitation to treat are:

- displays of goods for sale, either in-store (*Pharmaceutical Society of Great Britain v. Boots Cash Chemists (Southern) Ltd* [1952]) or in a shop window (*Fisher v. Bell* [1961]). The shop is not offering to sell the goods but is inviting customers to make offers to buy,
- Advertisements (*Partridge v. Crittenden* [1968]). Again, the general position is that the advertiser is not offering to sell but is inviting offers to buy. However, an advertisement may be regarded as an offer where it forms the basis of a unilateral contract (see below).

Once an offer has been made it will either be accepted or terminated. No offer remains open indefinitely.

Termination of offer

Revocation. An offer may be revoked at any time prior to acceptance, even where stated to be open for a certain period of time (*Payne v. Cave* [1789]). A promise to keep the offer open for a certain period is not binding unless supported by consideration, i.e. it is an option purchased under a separate contract (*Routledge v. Grant* [1828]). For revocation to be effective, it must be communicated to the offeree. We should note that the postal rule (see below)

does not apply to letters of revocation (*Byrne & Co v. Leon Van Tienhoven & Co* [1880]). However, communication does not have to be made by the offeror himself-communication via a reliable third party is effective (*Dickinson v. Dodds* [1876]).

Rejection. Rejection by the offeree immediately terminates the offer (*Hyde v. Wrench* [1840]). This includes not only straightforward refusals, but also counter-offers. These are responses that seek to vary or amend the original offer and, therefore, reject it and establish a new offer in its place. However, it is important to distinguish counter-offers from mere enquiries or requests for further information (e.g. whether payment on credit terms is available). These sorts of enquiries do not terminate the offer (*Stevenson, Jacques & Co v. McLean* [1880]).

lapse of time. Where the offer is stated to be open for a certain period of time, it will lapse once that time has expired. Where no time limit for acceptance is specified, the offer will lapse after a reasonable time (*Ramsgate Victoria Hotel Co v. Montefiore* [1866]).

Failure of condition. Where the offer is made subject to a condition, then it will lapse if that condition is not fulfilled (*Financings Ltd v. Stimson* [1962]).

Death of one of the parties. Death of the offeree terminates the offer. Death of the offeror will terminate the offer where the offeree has notice of the death prior to acceptance (*Re Whelan* [1897]). However, where the offeree is unaware of the death, the offer will only be terminated where the contract could not be fulfilled by the offeror's personal representatives (e.g. where it is one for personal services) (*Bradbury v. Morgan* [1862]).

Acceptance

The general rule is that acceptance must exactly match the terms of the offer. As has been seen, a response that seeks to vary or amend the terms of the offer is a counter-offer, not an acceptance. Generally, to be effective, acceptance must be communicated to the offeror, i.e. actually brought to his attention (*Entores Ltd v. Miles Far East Corporation* [1955]). Where the offer specifies a particular method of communication, acceptance is only effective if this method is used. Where the offer indicates a preferred (but not compulsory) method, then communication by any method which is at least as advantageous to the offeror will be effective (*Tinn v. Hoffman & Co* [1873]; *Manchester Diocesan Council for Education v. Commercial and General Investments Ltd* [1969]).

The postal rule

The postal rule is the one significant exception to this general rule regarding communication of acceptance. Acceptance by post is effective (and therefore binding) as soon as it is posted (*Adams v. Lindsell* [1818]) even where the letter is delayed or lost in the post (*Household Fire and Carriage Accident Insurance Co v. Grant* [1879]) provided it was capable of delivery (i.e. correctly addressed and stamped) (*Re London and Northern Bank, ex p. Jones* (1900)). However, the rule will only apply where:

- postal acceptance is specified by the offeror; or
- postal communication is reasonable in the circumstances.

Furthermore, the offeror can exclude the rule by stating in the offer that postal acceptance will only be effective upon receipt (*Holwell Securities Ltd v. Hughes* (1974)). The postal rule also applies to analogous forms of non-instantaneous communication (e.g. cables and inland telemessages), but not to written communication transmitted instantaneously (e.g. telex and fax) (*Brinkibon Ltd v. Stahag Stahl GmbH* (1983)). This emphasises that it is the delay between despatch and receipt which is relevant, not the written nature of the communication. The position regarding e-commerce is yet to be determined.

Uncertainty

There may be rare cases where the parties believe they have reached agreement but the courts decide that it is too vague or uncertain to be enforced (*Scammell (G) and Nephew Ltd v. Ouston* [1941]). However, the courts attempt to remove apparent uncertainty by reference to previous dealings between the parties and to relevant commercial custom and practice (*Hillas & Co Ltd v. Arcos Ltd* (1932)).

Consideration

As noted above, an agreement must be supported by consideration if it is to be a contract. Consideration transforms the agreement into a bargain; It is what one person does (executed consideration) or promises to do (executory consideration) in return for the act or promise of the other.

There are four main rules regarding consideration:

- It must be either a detriment to the promisee or a benefit to the promisor (though usually it is both), incurred by the promisee at the promisor's request, e.g. A agrees to sell his car to B for £1000. A's consideration for B's

promise to pay £1000 is his promise to transfer ownership of the car. This is a detriment to A (he no longer owns the car) and also a benefit to B (who now owns the car).

- Consideration must move from the promisee but need not move to the promisor (*Tweddle v. Atkinson* (1861)), e.g. A's promise to give C £100 is valid consideration for B's promise to do the same. The consideration (£100) moves from the promisee (A) at the request of the promisor (B). The fact that it moves to C rather than B is irrelevant. Therefore A can enforce B's promise and vice versa. In the past, C could not enforce either promise as he was not a party to the bargain-under the doctrine of privity of contract, a person who was not a party to the contract could not accrue rights or incur obligations under it. This was sometimes explained by saying that C was a stranger to the consideration. However, following the **Contracts (Rights of Third Parties) Act 1999, section 1**, a third party will be able to bring a claim where:

- the contract expressly provides for this; or
- the contract purports to confer a benefit on him (unless it is clear from the contract that the parties did not intend it to be enforceable by the third party).

- Consideration must be sufficient but need not be adequate. "Sufficient" means something of value, however small or trivial. There is no requirement it be of equal value to that which is being given in return. The law is generally only concerned with the existence of the bargain, not its quality (*Thomas v. Thomas* [1842]; *Chappell & Co Ltd v. Nestle Co Ltd* [1960]).
- Consideration must not be past-past consideration is no consideration (*Roscorla v. Thomas* [1842]; *Re McArdle* [1951]), e.g. A cleans B's windows and B later promises to pay A £10 for doing so. A cannot enforce B's promise to pay because his consideration (the window cleaning) was already past when B made the promise.

There are two difficult areas regarding consideration:

- Can performance of an existing duty be valid consideration for a later agreement? This depends on the origin of the existing duty.
 - Where the duty is one imposed by the general law, performance of that duty can only be valid consideration where performance exceeds that required by law. It is this additional element that forms the consideration for the later agreement (*Collins v. Godefroy* [1831]; *Glasbrook Bros Ltd v. Glamorgan c.c.* [1925]).

- Where the duty is imposed by an earlier contract with the same party, performance of that duty will again be valid consideration for the later agreement where it exceeds that required by the earlier one (*Stilk v. Myrick* [1809]; *Hartley v. Ponsonby* [1857]). However, it has been held that mere re-affirmation of an earlier promise may be valid consideration where the re-affirmation is a benefit to the promisee, provided the later agreement was not the result of fraud or economic duress (*Williams v. Roffey Bros & Nicholls (Contractors) Ltd* [1991]).
- where the duty is imposed by an earlier contract with a different party, performance of that duty may be valid consideration for a later agreement
- (*Scotson v. Pegg* [1861]; *New Zealand Shipping Co Ltd v. A M Satterthwaite & Co Ltd (The Eurymedon)* [1975]).
- Can a promise to pay part of a debt be valid consideration for a promise to release from the remainder? Under the rule in *Pinnel's Case* [1602] this is not valid consideration. However, there are a number of exceptions.
 - Part-payment. It at the creditor's request before the date the debt is due is valid consideration. The early payment provides additional and fresh consideration.
 - Part-payment at the creditor's request at a different place is similarly valid.
 - Part-payment at the creditor's request together with some goods, or settlement by goods alone is similarly valid.
 - The rule does not apply where the amount is disputed. The consideration is the risk of paying more than is in fact due.
 - The rule does not apply where the smaller sum is paid by a third party. To allow the creditor to go back on his promise would be a fraud on that third party (*Hirachand Punamchand v. Temple* [1911]).
 - The rule does not apply where the debtor has entered into a composition agreement with his creditors. Under this, all creditors agree to accept a dividend (so much in the £) in full settlement of their claims. Again, to allow one creditor to go back on this agreement would amount to a fraud on the others (*Wood v. Roberts* [1818]).

Promissory estoppel

Despite these limitations on the rule in *Pinnel's Case*, there may still be

circumstances where the common law rule applies yet it would be unjust to allow the creditor to go back on his promise. In such circumstances, the debtor may be able to rely on the equitable doctrine of promissory estoppel: where the debtor has acted in reliance on the creditor's promise, the court may exercise its discretion to estop (prevent) the creditor going back on that promise even though the debtor has provided no consideration (*Central London Property Trust Ltd v. High Trees House Ltd* [1947]).

Unilateral contracts

As indicated above, slightly different rules regarding offer, acceptance and consideration apply in relation to unilateral contracts. A unilateral contract arises where one party has made a conditional offer-for example, an offer of reward. If A offers a £50 reward to anyone who finds and returns his lost dog (the condition), then he is bound to pay that reward to anyone who fulfils that condition. Therefore, while advertisements are generally regarded as invitations to treat, an advertisement of reward will usually be held to be a conditional offer (*Carlill v. Carbolic Smoke Ball Co* [1893]). However, unilateral contracts are rare, and largely limited to contracts of reward and analogous circumstances.

Once a conditional offer has been made, acceptance is effective (in that the offer cannot be revoked) as soon as someone begins to perform the condition (*Errington v. Errington and Woods* [1952]), and the offeror is held to have waived the requirement of communication (*Carlill*). However, the offeror will be released from his obligations if performance of the condition is begun but not completed. While partial performance is sufficient acceptance to prevent revocation, only full performance will amount to consideration.

Intention

For the bargain to be a contract, the parties must have intended it to give rise to legal obligations. In deciding this, the courts are guided by two presumptions.

- Social and domestic agreements-here no contractual intention is presumed (e.g. agreements between husband and wife-*Balfour v. Balfour* [1919]). However, this presumption may be rebutted by clear evidence to the contrary (e.g. where the husband and wife have separated-*Merritt v. Merritt* [1970]).

- Business and commercial agreements-here a contractual intention is presumed, though this may again be rebutted by clear evidence to the contrary (e.g. through the use of honour clauses-*Rose & Frank Co v. J R Crompton & Bras Ltd* [1923]).

Capacity

The parties must have the legal capacity to enter into contractual relations. While most people have full contractual capacity, the law places restrictions on the capacity of certain groups to protect them from exploitation.

The mentally disordered. Where a person, at the time of making a contract, is suffering from a mental disorder that prevents them understanding the nature or significance of the arrangement, then he may subsequently avoid the contract, provided the other party was or ought to have been aware of the disorder at the time the contract was made (*Molton v. Camroux* [1848]). This applies to all contracts except contracts for necessary services (*Re Rhodes* [1890]) and goods (**Sale of Goods Act 1979, section 3**), where the disordered party may be required to pay a reasonable price for them. A reasonable price is not necessarily the same as the contract price, thus still providing protection against exploitation.

Drunkards. Drunkards are given the same protection and are in the same position as the mentally disordered (*Gore v. Gibson* [1845]; **Sale of Goods Act 1979, section 3**).

Minors. Minors' (those under 18) contracts fall into three categories:

- **Valid.** A minor is bound by contracts for necessary services (*Chapple v. Cooper* [1844]) and goods (*Nash v. Inman* [1908]; **Sale of Goods Act 1979, section 3**) to pay a reasonable price for them. "Necessaries" are goods and services that are suitable both to the condition in life of the minor and his actual requirements at the time the contract was made. Therefore, a minor will only be bound where the contract is for goods or services that not only might be regarded as necessary (given his status and lifestyle) but also that he actually needed at the time. A minor is also bound by beneficial contracts of employment (*Doyle v. White City Stadium* [1935]), e.g. contracts of apprenticeship.
- **Voidable.** A minor can subsequently avoid contracts concerning interests in land (e.g. a lease), contracts to purchase shares or contracts of partnership.

- **Void.** These are contracts which can neither be enforced by the minor nor enforced against him, and include contracts for non-necessary goods and services and contracts of loan. The position here is regulated by the **Minors' Contracts Act 1987**:
 - any guarantee of a loan made by an adult guarantor can be enforced notwithstanding that the contract of loan itself is void (**section 2**).
 - the courts may order the return of non-necessary goods or any identifiable proceeds of their sale (**section 3**).

Revision Notes

You should now write your revision notes for Contract Formation. Here is an example for you and some suggested headings:

Formation ⑨-Intention

- ptys must have intended to create legal relations
- two presumptions:
 - social/ domestic-not binding (*Balfour v. Balfour*) unless evidence to contrary (*Merritt v. Merritt*)
 - business/commercial-binding unless evidence to contrary (e.g. honour clauses-*Rose & Frank v. Crompton*)

Formation①-Offers

Formation②-Invitations to Treat

Formation③- Termination of Offer

Formation④-Acceptance

Formation⑤-Postal Rule

Formation⑥-Uncertainty

Formation⑦-Consideration

Formation⑧-Unilateral Contracts

Formation⑨-Intention

Formation⑩-Capacity

21 Contract Law - Terms of the Contract

Key Points

After reading this chapter, you will be able to:

- ☞ describe contractual terms by status.
- ☞ describe contractual terms by origin;

It is the terms of the contract that define the rights and duties of the parties to it. These may be classified in two ways:

- **By status**-this creates three categories:
 - conditions**-the most significant or important terms: they define the principal rights and duties of the parties, and are central to or lie at the heart of the contract;
 - **warranties**-the less significant or minor terms: they identify the secondary rights and duties of the parties, and lie at the periphery of the contract;
 - **innominate terms**-terms whose status or importance is unclear and that can only be decided in light of the consequences of the term being breached.
- **By origin**-this creates two categories:
 - **express terms**-terms expressly stated by the parties themselves;
 - **implied terms**-terms implied into the contract by law, either common law or statute. At common law, the courts are reluctant to interfere in the nature of the contract as decided by the parties. Therefore, they will only imply a term where it is both reasonable and obvious and necessary to give business efficacy or make commercial sense of the contract (*The Moorcock* [1889]; *Liverpool C.C. v. Irwin* [1977]). The most obvious source of such implied terms is commercial custom and practice (*Hutton v. Warren* [1836]). Regarding statute, a number of Acts of Parliament imply terms into contracts, e.g. the **Sale of Goods Act 1979** and the **Supply of Goods and Services Act 1982**.

Revision Notes

You should now write your revision notes for Terms of the Contract. Here is an example for you and some suggested headings:

Terms①-Status

- conditions-central or primary obligations
- warranties-peripheral or secondary obligations
- innominate terms-status unclear-determined by consequences of breach

Terms①-Status

Terms②-Origin (express and implied)

Using your cards, you should now be able to write a short paragraph in response to each of the following questions:

- 1.Explain the distinction between conditions, warranties and innominate terms.
- 2.Explain the difference between express and implied terms.

23 Contract Law-Remedies for Breach of Contract

Key Points

After reading this chapter, you will be able to:

- ☞ describe damages;
- ☞ describe specific performance;
- ☞ describe injunctions.

At common law, the only remedy is damages. In exceptional circumstances, the equitable remedies of specific performance and injunction may be available.

Damages

The aim of damages (financial compensation) is to put the injured party, as far as possible, in their anticipated post-contractual position (*Robinson v. Harman* [1848]). Put another way, damages are intended to compensate the injured party for any loss suffered as a result of the breach of contract. A claim for damages may take two forms:

Liquidated damages

This is where the parties have provided for compensation in the contract itself by specifying the amount to be paid or formula for working it out (e.g. cancellation charges in a package holiday contract). These clauses are valid provided they are a genuine attempt to pre-estimate the likely loss.

However, a dominant party may mis-use these clauses to introduce penalties into the contract to ensure performance by the weaker party. If the courts decide it is a penalty clause, it will be struck out and the claim treated as one for unliquidated damages (see below). The courts will regard it as a penalty clause where (*Dunlop Pneumatic Tyre Co Ltd v. New Garage & Motor Co Ltd* [1915]):

- the sum specified is clearly greater than any conceivable or likely loss;

- breach is a failure to pay sums due and the damages specified exceed that sum;
- same sum is specified for a number of breaches, some of which are trivial and some serious.

Unliquidated damages

Where there is no liquidated damages clause, the claim will be for unliquidated damages and assessed according to principles established in *Hadley v. Baxendale* [1854] (confirmed in *The Heron II* [1969]). The injured party may recover damages for:

- losses that are a natural consequence of the breach (including any consequential loss);
- losses that, though not a natural consequence of the breach, were either known or ought to have been known to be a possibility by both parties at the time the contract was made.

Two further points should be noted:

- **Speculation.** The fact that the loss may be difficult to quantify is no bar to recovery. The court may engage in a degree of speculation in estimating the loss (*Chaplin v. Hicks* [1911]).
- **Mitigation.** The injured party must take reasonable steps to mitigate their loss. They cannot recover for loss due an unreasonable failure to mitigate (*British Westinghouse Electric & Manufacturing Co Ltd v. Underground Electric Railways Co of London Ltd* [1912]).

Specific performance

This is a court order instructing the party in breach to perform their contractual obligations. As with all equitable remedies, specific performance is discretionary and (with the exception of contracts concerning interests in land) is rarely awarded. It will not be awarded where:

- damages are an adequate remedy, e.g. in a contract for the sale of goods, specific performance will not be awarded unless the goods are unique (*Cohen v. Roche* [1927]);
- the contract lacks mutuality, i.e. where the remedy would not be available to both parties (e.g. contracts with minors) (*Flight v. Bolland* [1828]);
- the order would require constant supervision (*Ryan v. Mutual Tontine*

Westminster Chambers Association [1893]);

- the contract is one for personal services (*Rigby v. Connol* [1880]).

Where an application for specific performance is refused, the court may award damages in lieu.

Injunctions

A prohibitory injunction may be granted to prevent breach of an express negative contractual obligation (e.g. a valid restraint of trade clause) (*Lumley v. Wagner* [1852]; *Warner Bros Pictures Inc v. Nelson* [1937]). However, this will not be done where the consequence would be to compel performance of other positive obligations for which specific performance would be unobtainable (*Page One Records v. Britton* [1967]). Again, the court may award damages in lieu where an injunction is refused.

Revision Notes

You should now write your revision notes for Remedies. Here is an example for you and some suggested headings:

Remedies④-Injunctions

- prohibitory to prevent breach of express -ve obligation (*Lumley v. Wagner*; *Warner Bros v. Nelson*)
- not if effect to compel performance of other +ve obligations (*Page One Records v. Britton*)

Remedies①-Liquidated Damages

Remedies②-Unliquidated Damages

Remedies③-Specific Performance

Remedies④-Injunctions

Using your cards, you should now be able to write a short paragraph in response to each of the following questions:

Explain the rules of law relating to the following:

1. Liquidated damages.
2. Unliquidated damages.

27 Consumer Protection-Enforcement, Sanctions and Remedies

Key Points

After reading this chapter, you will be able to:

- ☞ describe the enforcement of criminal law provisions for consumer protection;
- ☞ describe the informal approaches available to a dissatisfied consumer;
- ☞ describe the sources of advice on consumer rights;
- ☞ describe the appropriate forms of ADR;
- ☞ describe the formal procedures in bringing a civil claim.

Enforcement of criminal law provisions

The responsibility for the enforcement of criminal provisions relating to trade descriptions, pricing and product safety falls to local authorities. This is carried out by Trading Standards and Environmental Health departments. They carry out their own investigations and inspections and also act in response to complaints from consumers. Where necessary, they instigate prosecutions and liaise with the **Department of Trade and Industry** to avoid unnecessary duplication (e.g. multiple prosecutions of a national retail chain for the same offence). The sanctions available are fines and imprisonment, e.g. regarding trade descriptions offences, the maximum penalty for each summary conviction is £5000. Following conviction on indictment, the maximum penalty is an unlimited fine and/or up to two years imprisonment. However, the Divisional Court has stated that prison terms should normally be reserved for cases involving dishonesty (*R. v. Haesler* [1973]).

Informal solutions for the dissatisfied consumer

The obvious thing for a dissatisfied consumer to do is approach the supplier of the goods or services to seek a remedy. In most instances, this will be successful.

if, however, it is not, the consumer should consider taking the matter further within that organisation—for example, by contacting the head office or customer services department. Where an informal approach proves unsuccessful, the consumer will need to take further action involving the intervention of a third party.

Sources of advice on consumer rights

The consumer may need advice on their rights and how to enforce them. The various sources of legal advice are discussed in detail in Chapter 9. Some of these will not only provide advice but will also assist the consumer in enforcing their rights. The internet is also becoming a very useful source of general advice on consumer rights and a number of website addresses are listed at the end of this chapter.

Appropriate forms of ADR

It may be necessary for the consumer to undertake formal or semi-formal proceedings to enforce their rights. The various forms of ADR are discussed in detail in Chapter 7. Among the most relevant to consumers are:

- conciliation and arbitration through Trade Associations;
- ombudsmen schemes;
- utility regulators.

Taking formal action through the civil courts

The consumer may have ultimately to pursue a formal claim through the courts, e.g. for breach of contract or negligence (defective goods or services) or misrepresentation (false trade descriptions). Most consumer claims will fall within the limit of the small claims track. Details of this and other civil court procedures can be found in Chapter 6. If successful, the most usual remedy is damages (financial compensation)—for the principles regarding the assessment of damages, see Chapter 23).

Revision Notes

You should now write your revision notes for Enforcement, Sanctions and

Remedies. Here is an example for you and some suggested headings. You should also cross-reference this topic with relevant notes from other chapters (e.g. sources of advice, ADR, etc.):

ESR②-Informal Solutions:

- approach supplier
- usually successful-if not:
- take higher (e.g. head office, customer services)-if not:
- take further-need advice? Third party intervention?

ESR①-Criminal Enforcement

ESR②-Informal Solutions

ESR③-Advice on Consumer Rights

ESR④-Appropriate ADR

ESR⑤-Court Action & Remedies

Using your cards, you should now construct a flow chart showing a dissatisfied consumer's progress from complaint to resolution, including all stages and options along the way.

Useful Websites

① www.lawrights.co.uk

② www.ofc.gov.uk

③ www.tradingstandards.gov.uk

④ www.adviceguide.org.uk

⑤ www.justask.org.uk

⑥ The various ombudsmen schemes may be accessed via www.bioa.org.uk

⑦ The public utility regulators may be accessed via www.open.gov.uk

- | | |
|-----------------------|----------------------|
| 1.Contract | 15.Fraud |
| 2.Enforceable | 16.Disput |
| 3.Agreements | 17.Promissory |
| 4.Offer | estoppel |
| 5.Acceptance | 18.Mental disordered |
| 6.Consideration | 19.Minors |
| 7.Intention | 20.Valid |
| 8.Capacity | 21.Voidable |
| 9.Invitation to treat | 22.Void |
| 10.Laps of time | 23.Drunkards |
| 11.Uncertainty | 24.Bargain |
| 12.Adault guarantor | 25.Presumption |
| 13.Legal | 26.Court |
| 14.Promise to pay | 27.Creditor |
| | 28.Reward |

۱۴. تعهد به پرداخت	۲۸. جماله
۱۳. قانونی	۲۷. طکار
۱۲. ضامن بالغ	۲۶. دادگاه
۱۱. عدم قطعیت	۲۵. مادر / فرض
۱۰. مرور زمان	۲۴. معامله
۹. دعوت به معامله	۲۳. افراد مست
۸. اهلیت	۲۲. باطل
۷. قصد	۲۱. قابل فسخ
۶. عوض، ثمن	۲۰. معتبر و قانونی
۵. قبول	۱۹. صغار
۴. ایجاب	۱۸. بیماری روانی
۳. توافق	۱۷. ایجاب الزام آور
۲. لایم الاجرا	۱۶. مورد اختلاف
۱. قرارداد	۱۵. لایم لهیله

- | | |
|---------------------|----------------------|
| 1.Vitiating factors | 15.Misrepresentation |
| 2.Restitution | 16.Fraudulent |
| 3.Rescission | 17.Negligent |
| 4.Duress | 18.Innocent |
| 5.Undue influence | 19.Parties |
| 6.Illegality | 20.Immorality |
| 7.Reckless | 21.Gaming |
| 8.Identity | 22.Wagering |
| 9.Corruption | 23.Objective |
| 10.Recoverable | 24.Manner of |
| 11.Crime | Performance |
| 12.Tort | 25.Consumed |
| 13.Quasi contract | 26.Good faith |
| 14.Mistake | 27.Affirmation |
| | 28.Violence |

- | | |
|---------------------------|------------------|
| ۱. عوامل باطل کننده | ۱۵. تدلیس |
| ۲. اعاده مال به صاحب اصلی | ۱۶. متقلبانه |
| ۳. فسخ، اقاله | ۱۷. سهل انگارانه |
| ۴. اجبار | ۱۸. غیر عمدی |
| ۵. اعمال نفوذ ناروا | ۱۹. طرفین |
| ۶. غیر قانونی بودن | ۲۰. فساد |
| ۷. بی پروا - بی مبالات | ۲۱. قمار بازی |
| ۸. هویت | ۲۲. شرط بندی |
| ۹. فساد | ۲۳. هدف |
| ۱۰. قابل استرداد | ۲۴. نحوه اجرا |
| ۱۱. جرم | ۲۵. اجرت المثل |
| ۱۲. شبه جرم | ۲۶. حسن نیت |
| ۱۳. شبه قرارداد | ۲۷. تایید، ابرام |
| ۱۴. اشتباه | ۲۸. خشونت |

1.Statute

2.Condition

3.Duties

4.Innominate

5.Periphery

6.Express terms

7.Implied terms

8.Secondary

9.Mirror

10.Warranties

11.Principal

12.Lie

13.Significant

14.Reasonable

15.Obvious

16.Reluctant

17.Interfere

18.Custom

19.Efficacy

20.Sense

21.Necessary

22.Consequence

23.Breach

24.Obligation

۱۳. مهم، قابل توجه

۱۴. معقول

۱۵. واضح

۱۶. غیر مایل

۱۷. دخالت کردن

۱۸. سنت و عرف

۱۹. اثر بخشی

۲۰. معنا و مفهوم

۲۱. ضروری

۲۲. پیامد

۲۳. نقض، قانون شکنی

۲۴. تعهد نامه

۱. قانون موضوعه

۲. شرط مهم

۳. تعهدات

۴. شرط نامعین

۵. حاشیه ای

۶. شرایط صریح

۷. شرایط ضمنی

۸. ثانوی / فرعی

۹. جزئی

۱۰. شرط کم اهمیت /

ضمانت ها

۱۱. اصلی

۱۲. دروغ

1. Discharge of
contract

2. Performance

3. Perform

4. Exactly

5. Entirely

6. Forfeit

7. Harshly

8. Severable

9. Choice

10. Genuine

11. As equivalent

12. Benefit

13. Agreement

14. Liable

15. Bar

16. Reduction

17. Frustration

18. Failure to
perform

19. Fault

20. Unforeseen

21. Liability is strict

22. Insurance

23. Release

24. Frustrating

25. Mere breach

26. Expense

27. Valuable

28. Anticipate

۱۵. منع
 ۱۴. تقلیل
 ۱۷. انتفاعی قرارداد
 ۱۸. عدم ایفای تعهد
 ۱۹. خطا، تقصیر
 ۲۰. غیر مترقبه
 ۲۱. مسئولیت مطلق
 ۲۲. بیمه
 ۲۳. ابراء کردن
 ۲۴. منتفی کننده
 ۲۵. نقض صرف
 ۲۶. هزینه
 ۲۷. ارزشمند
 ۲۸. پیش بینی کردن

۱. سقوط قرارداد
 ۲. اجرا
 ۳. به اجرا درآوردن
 ۴. به طور دقیق
 ۵. به طور کامل
 ۶. ساقط شدن
 ۷. سخت گیرانه
 ۸. قابل تفکیک
 ۹. حق انتخاب
 ۱۰. واقعی
 ۱۱. معادل با
 ۱۲. منفعت
 ۱۳. توافق
 ۱۴. مسئول

1. Remedies
damage

2. Equitable

3. Injunction

4. Available

5. Injured

6. Anticipate

7. Position

8. Claim

9. Suffer loss

10. Liquidated
damages

11. Likely loss

12. Clauses

13. Penalties

14. Mis- use

15. Ensure

16. Weaker

17. Stick out

18. Unliquidate

19. Establish

20. Including

21. Possibility

22. Speculation

23. Mitigation

24. Engage

۱. جبران خسارت

۲. قاعده انصاف

۳. قرار منع

۴. قابل دسترس

۵. زیان دیده

۶. مورد انتظار

۷. موقعیت

۸. دعوا، ادعا

۹. زیان دیده

۱۰. وجه التزام

۱۱. خسارت احتمالی

۱۲. شروط

۱۳. جریمه

۱۴. سوء استفاده کردن از

۱۵. تضمین کردن

۱۶. ضعیف‌تر

۱۷. حذف و بی اعتبار

۱۸. پرداخت نشده

۱۹. مقرر

۲۰. شامل شدن

۲۱. احتمال، امکان

۲۲. حدس

۲۳. تخفیف خسارت

۲۴. درگیر شدن

25.Reasonable

26.Mitigate

27.Unique

28.Interests

29.Goods

30.Adequate

31.Specific
performance

32.Supervision

33.Constant

34.Lieu

35.Restrain of
trade

36.Mutuality

37.Application

38.Natural

39.Dominate

40.assess

۳۵. اتحاد تجاری

۳۶. تقابل دو خانه

۳۷. عرض حال

۳۸. طبیعی

۳۹. تسلط یافتن

۴۰. رزیربانی کردن

۲۵. معقول

۲۶. کاستن

۲۷. منحصر به فرد

۲۸. مدافع

۲۹. گامها

۳۰. کافی

۳۱. اجرای مستقیم تعهد

۳۲. رسیدگی / نظارت

۳۳. دائمی

۳۴. در عرض

1.Consumer

2.Limitation

3.Freedom

4.Sale

5.Supply

6.Developments

7.Took place

8.Great

9.Expansion

10.Significant

11.Regulation

12.Laissez- faire

13.Free trade

14.Individual

15.Bargains

16.Notion

17.Assume

18.Skill

19.Acumen

20.Consequences

21.Ineptitude

22.Intervene

23.Negotiations

24.Equality

25.Bargaining

26.Dominance

27.Consistent

28.Realities

۱۴. فردی	۲۸. واقعیت‌ها
۱۳. تجارت آزاد	۲۷. سازگار
تجارت	
۱۲. اقتصاد آزاد / آزادی	۲۶. استیلا، تسلط
۱۱. مقررات	۲۵. معاملاتی، خانه‌زنی
۱۰. قابل توجه	۲۴. برابری
۹. توسعه	۲۳. مذاکرات
۸. گسترده	۲۲. مداخله کردن
۷. به وقوع پیوستن	۲۱. بی‌عرضگی
۶. تحولات	۲۰. عواقب
۵. تأمین	۱۹. تیزهوشی
۴. فروش	۱۸. مهارت
۳. آزادی	۱۷. فرض کردن
۲. محدودیت	۱۶. نظریه
۱. مصرف کنند	۱۵. معاملات

29.Emerging

30.Industrial

31.Capitalist

32.Out date

33.Multinational

34.Fiction

35.Strength

36.Vulnerable

37.Unfair

38.Exploitation

39.Intervention

40.Represented

41.Steady

42.Retreat

43.Orderly

44.Absolute

45.Acknowledge

46.Vitiate

47.Under influence

48.Operation

49.Employees

50.Tenant

51.Fair trading

52.Monopolies

53.Merger

54.Legislation

55Entering

56.Accurate

۴۳. منظم	۲۹. نوظهور
۴۴. مطلق	۳۰. صنعتی
۴۵. تأیید کردن	۳۱. سرمایه‌داری
۴۶. خراب کردن	۳۲. منسوخ
۴۷. اعمال نفوذ	۳۳. چند ملیتی
۴۸. بهره‌گیری	۳۴. افسانه
۴۹. کارمندان	۳۵. قدرت
۵۰. مستاجر	۳۶. آسیب‌پذیر
۵۱. تجارت منصفانه	۳۷. غیر منصفانه
۵۲. انحصارات	۳۸. سوء استفاده
۵۳. ادغام شده	۳۹. مداخله
۵۴. وضع قانون	۴۰. نمایندگی
۵۵. ورود	۴۱. پایدار
۵۶. دقیق	۴۲. عقب نشینی

1.Exclusion clauses

2.Limit liability

3.Judicial

4.Incorporation

5.Incorporate

6.Construction

7.Effective

8.Contra

proferentem

9.Doubt

10.Ambiguity

11.benefit

12.Comprehensively

13.Failing

14.Fulfil

15.Prohibit

16.Enactment

17.Prohibition

18.Attempt

19.Limit

20.Exclude

21.Contractual

22.Tortuous

23.Personal

- | | |
|-------------------------|-----------------|
| ۱. شروط معافیت / استثنا | ۱۳. عدم |
| ۲. مسئولیت محدود | ۱۴. انجام دادن |
| ۳. قضایی | ۱۵. ممنوع نمودن |
| ۴. مشارکت | ۱۶. تصویب |
| ۵. تأسیس کردن | ۱۷. ممنوعیت |
| ۶. تفسیر | ۱۸. تلاش |
| ۷. نافذ و معتبر | ۱۹. محدود کردن |
| ۸. قرارداد مرض الطرفین | ۲۰. حذف کردن |
| ۹. تردید | ۲۱. قراردادی |
| ۱۰. ابهام | ۲۲. فریب کار |
| ۱۱. نفع، مزیت | ۲۳. شخصی، خصوصی |
| ۱۲. جامع | |
-

24. Injury

25. Negligence

26. Non-consumer

27. Hire

28. Provide

29. Contemplation

30. Dealing

31. Introduce

32. Requirements

33. Plain

34. Intelligible

35. Favourable

36. Qualifying

bodies

37. Utility

38. Regulator

39. Complains

40. Investigation

41. Obtain

42. Undertaking

43. Appropriate

44. Indicative

45. Schedule

46. Non-exhaustive

۴۶. غیر ضروری، غیر ضروری

۴۵. جدول

۴۴. راهنما

۴۳. مقتضی و لازم

۴۲. تکفل، تکفل

۴۱. کسب کردن

۴۰. بازرسی

۳۹. شکایات

۳۸. تنظیم کننده

۳۷. خدمات رفاهی

کننده، صالح

۳۶. هیئت های نظارت

۳۵. به نفع

۳۴. واضح و قابل فهم

۳۳. روشن و ساده

۳۲. الزامات

۳۱. مطرح کردن

۳۰. معامله کردن

۲۹. تفکر / تأمل

۲۸. مقرر داشتن

۲۷. خارج

۲۶. غیر مصرف کننده

۲۵. بی احتیاطی، تقصیر

۲۴. صدمه

1.Tortuous

2.Offences

3.Local authority

4.Avoid

5.Annexed

6.Statements

7.Request

8.Circular

9.Recklessly

10.Defence

11.Disclaime

12.Reliance

13.Charge

14.Took

15.Precautions

16.Due

17.Defendant

18.Relying on

19.Requirement

20.Omission

21.Code of practice

22.The secretary of State

23.Practices

24.Code

25.Demanding

26.Causal

27.Death

28.Compliance

۱. شبه جرم	۱۵. اقدامات احتیاطی
۲. جرایم	۱۶. طلب، ذمه
۳. مقامات / ادارات محلی	۱۷. متهم
۴. پرهیز از	۱۸. به استناد
۵. ضمیمه گردد	۱۹. الزام، مقرر، شرط
۶. اظهارات	۲۰. ترک فعل
۷. درخواست	۲۱. آیین نامه اجرایی
۸. اعلامیه - اطلاعیه	۲۲. وزیر کشور
۹. از روی بی پروایی	۲۳. رویه ها
۱۰. دفاع	۲۴. آیین نامه، مجموعه قوانین
۱۱. رفع کننده ادعا یا مسئولیت	۲۵. مطالبه کردن
۱۲. استناد	۲۶. سببی / علی
۱۳. اتهام	۲۷. فوت
۱۴. اتخاذ نمودن	۲۸. ایجاب

1. Informal

2. Advice

3. Local authorities

4. Inspection

5. Prosecutions

6. Regulator

7. formal claim through

8. Sanction

9. Fine

10. Imprisonment

11. Conviction

12. Indictment

13. Solution

14. Obvious

15. Approach the

16. Services to seek

17. Intervention

18. Third party

19. Becoming

20. Undertake

21. Semi-formal

22. Detail

23. Conciliation

24. Arbitration

25. Association

26. Ombudsman

27. Scheme

28. Utility

۱۴. آشکارا و واضح	۲۸. مطالبه‌های رسمی، به‌ویژه
۱۳. راه حل	۲۷. طرح
۱۲. کتبی درخواست	۲۶. بازسازی و ترمیم
۱۱. محکومیت	۲۵. انجمن
۱۰. زبان	۲۴. داور
۹. هزینه نقدی	۲۳. سازش
۸. ضمانت اجرا	۲۲. به‌طور منسوخ
۱۷. طریق دعوی رسمی	۲۱. شبهه رسمی
۶. تنظیم کننده	۲۰. تادیب دادن
۵. تعقیبات	۱۹. تبدیل شدن
۴. بازرسی	۱۸. تشخیص ثالث
۳. مقامات محلی	۱۷. مداخله
۲. مشورت	۱۶. به دنبال بودن / مطالبه خدمات
۱. غیر رسمی	۱۵. مراجع به