An Introduction to the Law of Contract
An Introduction to the Law of Contract

STEPHEN GRAW

RFD, B Cqm, LLB (Qld), SJD (Syd), FAAL, CTA
Solicitor of the Supreme Court of Queensland
and Professor of Law
James Cook University

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Dale, Genevieve and James
As with virtually all areas of the law, the law of contract continually evolves as new cases appear and new or amended legislation is passed. Since the last edition of this book was written in 2014, there have been a number of significant new decisions and they, together with a (lesser) number of statutory changes, have necessitated this new edition to ensure that the book’s coverage remains up-to-date.

I have also taken this opportunity to include some additional detail and/or references to the book’s existing scope to improve both its present level of explanation and its user-friendliness.

The major new cases that have been added include the High Court’s decisions in Crown Melbourne Lid v Cosmopolitan Hotel (Vic) Pty Lid (promissory estoppel and collateral contracts); Mount Bruce Mining Pty Limited v Wright Prospecting Pty Limited (construction of contracts), Simic v New South Wales Land and Housing Corporation (rectification), Gynch v Polish Club Lid (illegality) and Paciocco v ANZ Banking Group Lid (penalties and unconscionability).

Other Federal Court and State and Territory Supreme Court decisions include Mainteck Services Pty Lid v Stein Heurtey SA, Essential Beauty Franchising (WA) Pty Ltd v Pilton Holdings Pty Lid and Technomin Australia Pty Ltd v Xstrata Nickel Australasia Operations Pty Lid (ambiguity), Mushroom Composters Pty Ltd v IS & DE Robertson Pty Ltd and Baldwin v Icon Energy Ltd (good faith), Sion v NSW Trustee & Guardian, Vantage Systems Pty Lid v Priolo Corporation Pty Lid, Ailakis v Olivero (No 2) and Arfaras v Vosnakis (intention to be bound), Stevens v Spotless Management Services Pty Ltd (consideration), Caringbah Investments Pty Ltd v Caringbah Business and Sports Club Lid (in liq) (rectification), National Australia Bank Limited v Dionys (‘unusual’ terms), Hawcroft v Hawcroft General Trading Co Pty Lid, HWG Holdings Pty Ltd v Fairlie Court Pty Lid and Menegazzo v PricewaterhouseCoopers (mistake), Maxcon Constructions Pty Lid v Vadasz (No 2) (illegality), Regional Development Australia Murraylands and Riverland Inc v Smith (frustration), Karacominakis v Big Country Developments Pty Lid (mitigation of damages) and Arab Bank Australia Lid v Sayde Developments Pty Lid and Stoyanova v Equity-One Mortgage Fund Lid (penalties).

There have been fewer statutory developments since the last edition but the extension of the Australian Consumer Law’s ‘unfair contract terms’ provisions to unfair terms in ‘standard form’ small business contracts is a notable change and is covered.

As with previous editions, this edition does not pretend to be a complete statement of the law. It is intended to provide a concise but comprehensible analysis of the relevant legal principles in an easily readable and logical form with the aim of
stimulating readers’ interest and encouraging them to delve further into the subject. With that in mind, the book’s emphasis continues to be on explaining and illustrating the law as it is applied in practice.

Like its predecessors, this edition owes much to many people. Mr Simon Walker provided invaluable research assistance and my wife Dale has yet again assisted throughout. I would also like to thank the staff at Thomson Reuters, particularly Lucas Frederick, for making the process as seamless as possible. I owe all of them my heartfelt thanks.

The law as stated is as I understand it to be on 1 May 2017. Any errors remain, of course, all my own work.

STEPHEN GRAW

Townsville
May 2017
Table of Contents

Preface ................................................................. vii
Table of Cases .......................................................... xi
Table of Statutes ............................................................ xxxix

Chapter 1: An introduction to the Australian legal system ....................... 1
Chapter 2: An introduction to contract ........................................... 29
Chapter 3: The offer ................................................................ 43
Chapter 4: Acceptance ................................................................ 83
Chapter 5: Intention to be bound ..................................................... 119
Chapter 6: Consideration ............................................................ 139
Chapter 7: Capacity to contract ....................................................... 183
Chapter 8: Privity of contract ......................................................... 223
Chapter 9: Contents of a contract ..................................................... 247
Chapter 10: Exempting, excluding and limiting terms ......................... 291
Chapter 11: Mistake ................................................................ 325
Chapter 12: Misrepresentation ......................................................... 361
Chapter 13: Duress, undue influence and unconscionability .................. 407
Chapter 14: Illegal and void contracts ............................................. 455
Chapter 15: Discharging a contract ................................................ 497
Chapter 16: Remedies ................................................................ 547
Chapter 17: Contracting electronically .............................................. 607

Index ................................................................................. 623