لا يحبن إلا بالوجوه...
A Level And As Level Law

متن حقوقی (1)

بخش قرارداد

مترجم: محمود رمضانی

انتشارات آرا سپز

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محمود مرضانی

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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.

Key Points

- قانون قرارداد
- قانون قرارداد
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- قانون قرارداد

- قانون قرارداد - تشکیل قرارداد

بعد از خواندن این فصل، شما قادر خواهید بود:

- قوانین حقوقی مربوط به ایجاد قراردادی (از جمله دعوت به معاوضه) را شرح دهید;
- قوانین حقوقی مربوط به قبولی قراردادی را شرح دهید;
- قانون قراردادی مربوط به عوض را شرح دهید;
- قانون قراردادی مربوط به قصد قراردادی را شرح دهید;
- قانون قراردادی مربوط به اهلاً کنترل قراردادی را شرح دهید.
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 agreements 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. The proposition can be made orally, in writing, or by conduct, and can be accepted by the other person. The proposition should be in a form that is capable of being unequivocally accepted.

Offered by the offeror, the proposition is a statement of willingness to enter into a contract on certain terms. The offeree, when they accept the offer, indicate their willingness to enter into the contract under the terms of the offer.

The rules governing offers and acceptances are crucial in determining whether a contract has been formed.

A contract is a legally binding agreement between two or more parties.

Offer and acceptance must be clear, unequivocal, and involve a mutual exchange of consideration.

Consideration is a key element in the formation of a contract. It involves a benefit or detriment to each party.

Consideration is necessary for a contract to be enforceable at law.

The offeror must intend to be legally bound by the offer, and the offeree must accept the offer.

The law of contract is concerned with the formation, performance, and termination of contracts.

The formation of a contract involves the creation of an offer and the acceptance of that offer.

The acceptance must be communicated to the offeror, and it must be unconditional.

The terms of the offer must be clear and unambiguous. If they are not, the offer may not be enforceable.

The law of contract recognises various types of contracts, including contracts for the sale of goods, services, and real property.

The creation of a contract involves various legal formalities, such as consideration and mutual assent.

The parties to a contract must have the requisite capacity to enter into a contract.

Capacity refers to the legal ability of parties to enter into a contract.

Capacity is determined by factors such as age, mental capacity, and other legal restrictions.

A contract may be voidable if one of the parties lacks the capacity to enter into a contract.

The law of contract recognises various grounds for voiding a contract, including duress, undue influence, and misrepresentation.

A contract may be voidable if it is entered into under conditions that are not fair or just.

The law of contract is a complex area of law, and the rules governing the formation and performance of contracts are subject to frequent changes.

The law of contract is an important area of law that affects a wide range of transactions, including business deals, real estate transactions, and personal relationships.

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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 CC [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, while an offer is Binding on the maker once accepted, an invitation is not. However, this is not always easy to make. It is important to distinguish between offers and invitations to treat, while an offer is Binding on the maker once accepted, an invitation is not.
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.

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Advertisements (Partridge v. Crittenden [1968]). 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 bilateral 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 if stated to be open for a certain time.

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Formation of Contract

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 (Byme & Co v. Leon Van Tienhoven & Co [1880]). However, communication does not have to be made by the offerer himself. Communication via a reliable third party is effective.

Notes:
- For revocation to be effective, it must be communicated to the offeree.
- The postal rule does not apply to letters of revocation.

References:
- Routledge v. Grant [1828]
- Byme & Co v. Leon Van Tienhoven & Co [1880]
- Dickinson v. Dodds [1876]

انقضاض ایجاب

راجع (فسخ)، یک ایجاب می‌تواند در هر زمانی قبل از قبول مسترد شود. حتی جایی که باید می‌شود برای یک دوره زمانی خاص مفتوح می‌باشد (دعوی) با پایه علیه کیو (1876). تعهد به مفتوح نگهداشتن ایجاب برای یک دوره خاص زمان آور نیست مگر اینکه پیشنهاد عوض حمایت شود، می‌شود. برای اینکه رجوع که به موجب قرارداد جدایگان خریداری شده (دعوی) روتلی علیه گرانت (1828). برای اینکه رجوع...
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]).

رده ایجاب. رد توسط ایجاب گیرنده بلاقلاسه با ایجاب پایان می‌دهد (افدوعو) هاید علیه رئج [1840].

این موضوع نه تنها شامل ردهای مستقیم بلکه شامل ایجاب‌های متقابل می‌شود. اینها ایجاب‌های متقابل پاسخ‌های مستقیم که در صورت ایجاب اصلی را تغییر دهد و یا اصلاح کند و پایبندان آن ایجاب را رد می‌کنند و به چاگان ایجاب جدیدی را به وجود می‌آورند. اما، تمایز ایجاب‌های متقابل.
### Formation of Contract

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]).

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<tr>
<th>Lapse of time</th>
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<th>Where no time limit for acceptance is specified</th>
<th>the offer will lapse after a reasonable time</th>
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### Failure of condition

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Death of one of the parties. Death of the offeree terminates the offer.

Death of the offeree 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 offerer’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 the terms of the offer is not a valid acceptance.

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Formation of Contract

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or amend the terms of the offer is a counter-offer, not an acceptance.

Generally, to be effective, acceptance must be communicated to the offerer, i.e. actually brought to his attention.

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 offerer will be effective.

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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. Household Fire 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 Aksan v. Lindsell [1818] even where the letter is delayed or lost in the post, or in transit, it is deemed to be received by the addressee as soon as it is posted.

有效信件邮寄规则

信件邮寄规则是本文中一个重要的例外。信件通过邮寄送达是有效的（且具有法律效力）当信件尽快寄出时。Re Household Fire Carriage Accident Insurance Co v. Grant [1879]中，即使信件延误或丢失在邮寄中，在邮寄地址已正确被邮寄和邮票的情况下，信件被视作在信件寄出时送达收件人。
Formation of Contract

P. Jones [1900]). However, the rule will only apply where:

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

Furthermore, the offerer can exclude the rule by stating in the offer that postal acceptance will only be effective upon receipt of the offer. (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

'postal acceptance is specified by the offerer; or
postal communication is reasonable in the circumstances.'