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|-----------------------|------------------------------------------------------------|---------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                       |                                                            |                           | <p>the contract.</p> <p>-court held: the transfer of the property to the company was solely for the purpose of defeating Jones' right in the contract.</p> <p>-both Lipman &amp; company must specifically perform the contract &amp; the property must be sold &amp; transferred to Jones.</p>                                                                                                                                                                                                                                                                                                                                                          |
| Common Law exceptions | When a company is treated as an agent                      | Smith, Stone & Knight Ltd | <ul style="list-style-type: none"> <li>➤ The plaintiffs were the owner of certain premises on which Birmingham Waste Co Ltd carried on business.</li> <li>➤ The Birmingham Waste Co Ltd was a subsidiary of Smith.</li> <li>➤ The premises were then acquired by the defendant. Under the relevant law, an owner was entitled to compensation.</li> <li>➤ Smith claimed for compensation from the defendant. The defendant refused to pay on the ground that Smith and the company were distinct entities.</li> <li>➤ The court held that Smith was entitled for the compensation since the Birmingham Waste Co Ltd was carried on for Smith.</li> </ul> |
| Common Law exceptions | Where the company is mere facade concealing the true facts | : Re Bugle Press Ltd      | <ul style="list-style-type: none"> <li>➤ The theory of separate legal personality may be disregarded where the company members tried to hide behind the establishment of company in order to escape liability.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Common Law exceptions | Groups of Companies                                        | DHN Food Distributors Ltd | <ul style="list-style-type: none"> <li>➤ DHN was the holding company in a group of three companies which running a grocery business.</li> <li>➤ One subsidiary,</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |

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| General Offer                                         | addressed generally to everyone | <input type="checkbox"/> Carlill v Carbolic Smoke Ball Co | <input type="checkbox"/> Carbolic Smoke Ball Co. Ltd advertised that they would offer £1000 to anyone who still suffered with influenza after using a certain medicine for a fixed period.<br><input type="checkbox"/> The plaintiff used the medicine but still contracted influenza.<br><input type="checkbox"/> He then sued the company to get the money.<br><input type="checkbox"/> Held: the plaintiff was entitled to the £1000 as she had accepted the offer made to the public. |
| An offer must be certain/clear/complete/detail/final. |                                 | Guthing v Lynn                                            | <input checked="" type="checkbox"/> Lynn offered to buy a house from Guthing on condition that if the house brings luck to him, he will pay another £5 extra.<br><input checked="" type="checkbox"/> The court held that the offer was not final & incomplete. Therefore, it was invalid.                                                                                                                                                                                                 |
| An offer must be communicated.                        |                                 | Taylor v Laird                                            | <input checked="" type="checkbox"/> Taylor resigned from being the captain of a ship owned by Laird during a voyage.<br><input checked="" type="checkbox"/> Taylor then assisted to sail the ship back, without the knowledge of Laird.<br><input checked="" type="checkbox"/> After that, Taylor claimed remuneration from Laird for sailing the ship home.<br><input checked="" type="checkbox"/> The court held that Taylor did not                                                    |

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| Undue Influence | Section 16(1) of the Contracts Act 1950<br>-void- Section 20 | Salwath Haneem v Hadjee Abdullah  | <ul style="list-style-type: none"> <li>• The plaintiff's husband executed a conveyance (the transfer of ownership) of property belonging to himself and the plaintiff to B and C, his brothers.</li> <li>• The plaintiff agreed to the conveyance but after her husband's death, she brought an action seeking to set aside the conveyance.</li> <li>• Held: the burden of proof lay on B and C to show that the plaintiff fully understood the transaction and executed the conveyance freely and without being subject to undue influence.</li> <li>• Since both B and C failed to discharge the burden, the transaction was set aside.</li> </ul> |
| Fraud           | Section 19<br>➤ voidable - Section 19(1).                    | Kheng Chwee Lian v Wong Tak Thong | <ul style="list-style-type: none"> <li>❖ The respondent had been persuaded to enter into a 2<sup>nd</sup> contract on the false representation that the area of the land to be transferred was of the same size as the land which the respondent had agreed to buy under the 1<sup>st</sup> contract.</li> <li>❖ Held: the respondent was induced by fraudulent representation into signing the 2<sup>nd</sup> agreement. The respondent has the right to repudiate (reject)</li> </ul>                                                                                                                                                              |

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|                                 |                     |                                                     | the concert.<br>➤ Held: the contract was void due to the frustration.                                                                                                                                                                                                                                      |
| Discharge By Breach of Contract |                     | • Ban Hong Joo Mine Ltd v Chen & Yap Ltd            | ✓ The Federal Court ruled that the deliberate refusal of the appellants to make payments for work already done and their order to the respondents to stop work left the latter with no option but to treat the contract as having been repudiated and to sue for payment for the work which had been done. |
| Rescission of Contract          | Based on Section 65 | Muralidhar Chatterjee v International Film Co. Ltd. | if the innocent party chose to rescind the contract, any benefit which he has received from the defaulted party must be restored or returned.                                                                                                                                                              |
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| Special damages for any special loss sustained |                                                                | Victoria Laundry v Newman Industries Ltd | ✓ Victoria required another boiler to expand their dyeing contracts.<br>✓ Newman agreed to sell to Victoria a secondhand and to deliver on 5 <sup>th</sup> June. However the boiler was not delivered until 8 <sup>th</sup> November.<br>✓ Held: the laundry profits were recoverable as Newman must have foreseen their loss if there was delay. |
| Specific Performance                           | Section 11(2)<br>❖ Section 21 of the Specific Relief Act 1950. | Zaibun Sa bt. Syed Ahmad v Loh Koon Moy. | Therefore, specific performance can usually enforce land transactions.                                                                                                                                                                                                                                                                            |
| Injunction-Mandatory/perpetual                 | on Section 50 of the Specific Relief Act 1950                  | Neoh Siew Eng & Anor                     | ✓ the court granted a perpetual injunction by ordering the defendant who was landlord of the                                                                                                                                                                                                                                                      |