

LW2903 Business and Law

Lecture 1 Introduction and Formation of a Contract

1

Assessment

- **Coursework:** 30%
 - Assignment: (30%) to be submitted in Week 6;
- **Examination:** 70%
 - 3 hours examination.
- To pass this course, a student must obtain a minimum mark of 30% in both coursework & exam with an overall mark of 40 or above.
- **Textbook** – DK Srivastava, *Business Law in Hong Kong*, (2020) 6th Edition, Sweet & Maxwell. (ISBN: 9789626617359)

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exam: one questions from each of topics

2022年8月28日星期日

Course Intended Learning Outcomes

On completion of this course, students should be able to demonstrate;

- knowledge on **contract law**, **tort law**, **employment law** and **legal system** and **alternative dispute resolution**;
- ability to **extract legal principles** from decided cases;
- the basic skills in **understanding and interpreting legislation**, and ability to identifying and understanding **legal issues** relevant to their future occupation; and
- ability to **apply and analyse** cases to **solve legal issues**.

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Week 1 - 3 - contract law

4-7 - tort law

8-10 - employment law

11 - legal system

12 - ADR

What is a contract?

- Definition: A **contract** is a **legally binding** (enforceable) agreement made between two or more parties.

- If a party to the contract does **not perform** its contractual obligations, the other party can go to the court and **seek a remedy**.

• Making a contract: Elements

1. Offer
2. Acceptance
3. Consideration
4. Intention to create legal relations

4

plaintiff receives damages ← = money
plaintiff sues defendant's 被告 ⊗ can't use money

控訴
sue

有罪 不可以
X guilty 用这个
字,
X

违约
breach of contract

criminal
law

1

約束

明礬

提议

- 行为

>< don't give definite promise! For a business

5

open up for acceptance

not an offer (only invite
PPI to make an
offer)

- An offer distinguished from **an invitation to treat**.
- Examples: **Display of goods** in a shop window or on the **open shelves** of a self-service shop (supermarket), **Tenders** (construction works) or **Auctions** (land), Price List and Merchant's Catalogue, general **Advertisement** of goods (TV & newspaper).

PP1自己舉牌bid, 先你 making an offer

6

- An advertisement - "Bramblefinch...cocks and hens, 25 shillings each".

- lack of details ★

untrue



Xoffer
XITT

'X really have wings

7

Carlini V. Carbone Enrico — 2017

[illegible]

- If the product
x work or have
any effects

told /
details of
products

8

2

bargain

詩作之作

- **Difference between a counter offer and a request for further information**

eg. find out how
to pay

9

- Can silence amount to acceptance? (**Felthouse v Bindley [1862]**)

10

- Acceptance must take place **before the offer is revoked**. Unlike an offer, acceptance cannot be revoked.

知悉

3) ^{即時} Instantaneous communication - Entores v Miles Far East Corporation [1955] – communication by telex

4) Auctions 拍賣

x tell the person
you are looking for
phone

drop into post box
→ air void, never
receive or not

eg. NTS, email
↳ only effective when TS received

12

- Consideration and Intention will be discussed next week

13

13
civil law vs common law

person decision,
willing
(Not my
care)

(many countries
in Europe, Japan,
China)

Long look at law
states

Diff countries apply

look at what
mean by civil activities,

apply to different condition

(~~judges~~ judges will decide)

I - Issue
R - Rule
A - application
C - conclusion

always define

- All person of civil law are equal
in legal status when conducting
civil activities

The (first) issue is whether...
under the (general / majority / modern) rule
Here the facts (do / do not) indicate
Therefore (the court) would conclude