

Index

acceptance (see also offer and acceptance)

auctions: 51, 52
“battle of the forms”: 60, 61
(by) conduct: 69, 70
communication requirement: 62–65
conditional: 56–58
corresponding with offer: 56
(or) counter-offer: 59–61, 72
cross-offers as: 72
faxed: 4, 62, 67
(in) ignorance: 70–72, 91
method of: 46, 65, 66, 68
multiple offers and: 62
(when) not required: 4, 44, 45
postal: 68, 69
provisional: 58, 59
requirement of: 4, 43–45, 127, 153
silence and: 64, 65
“subject to contract”: 56–58
tenders: 55, 56
time of: 66–69
unilateral contracts and: 52–54, 74, 75
unqualified: 43, 56
“waiver” of communication: 64, 65

accord and satisfaction

meaning: 363, 365, 366
part-payment: 363, 365, 366
requirement of: 363, 365, 366

advertisements

bilateral and unilateral contracts: 52–54
intention and: 136, 137, 226, 227

“mere puffs”: 136, 137, 226, 227
(as) offers: 52–54

affirmation

breach of contract and: 370, 378–382
duress and undue influence and: 298, 313
meaning: 232, 313
misrepresentation and: 231–233
mitigation and: 381–383

agency

creation of: 155
exemption clauses and: 205
in operation: 175
privity and: 443, 450
undue influence and: 308

agreement (see also offer and acceptance)

certainty: 76–85
collateral: 56, 171–173, 343
commercial: 127, 134–136
conditional: 56–58
domestic: 127, 131–134
enforceability of: 6, 20–22
formal requirements: 2, 51, 152–163
“lock-out”: 84, 85, 102
neither social nor commercial: 135, 136
objective nature: 1, 3, 4, 45, 85
postal rule: 67–69
significance of: 1, 3, 4, 44
time of: 4, 5
written agreements: the “parol evidence”
rule: 170–172, 191, 249, 252, 275

anticipatory breach (*see also* **breach of contract**)

acceptance of: 371, 376, 378, 380–383, 430, 432
 definition: 371, 375
 innocent party's election: 378–381, 430
 mitigation and: 381, 429, 430
 rejection of: 378–383
 right to sue immediately: 376–380
 termination of contract via: 371, 375–378
 time of assessment of damages: 432

auctions

legislation: 51, 52,
 offer and acceptance and: 51, 52
 “without reserve”: 51, 52

Basic Law

Chinese customary law and: 32, 38
 declaratory theory and: 39, 40
 equity and: 13, 32, 433
 preservation of common law system under:
 23, 31–35, 402
 reference to other common law jurisdictions: 26, 30, 37
 source of Hong Kong law: 31–33

breach of contract (*see also* **anticipatory breach**)

actual: 372–374
 anticipatory: 371, 375–383, 429, 430
 condition: 165, 183–186, 372–374
 damages for: 2, 5, 6, 20, 401–432
 equitable remedies for: 402, 432–440
 excluding liability for: 199, 202–204, 211–213
 frustration and: 364, 371, 383, 384
 fundamental: 202, 204
 (no) imprisonment for: 32
 inducing: 146, 330, 353, 439
 innominate term: 165, 187–189, 364, 370, 374
 minors not liable for: 143–144
 performance and: 363, 366–370
 promise of marriage: 110, 337
 termination of contract via: 183, 184, 363, 370–374

warranty: 165, 168, 184, 185, 364, 374

business liability

definition: 207

collateral contracts

consideration and: 171, 172
 meaning: 172
 parol evidence rule and: 171–173

common law

Basic Law preservation of: 26, 31–34
 Chinese customary law and: 29, 37
 civil law and: Preface x, 5, 31, 34, 86
 consideration and: 1, 2, 5, 86
 declaratory theory of: 38–40
 English (influence of): 19, 29–31, 40–42
 equity and: 13, 14, 26, 27, 29, 32–37, 118, 123, 125, 152, 155, 159–161, 252, 259–263, 402
 flexibility of: 15, 16
 intention at: 128–130
 judicial precedent: 34, 35
 legislation and: 8, 34
 local law and: 34
 meaning: 15, 29, 34
 other jurisdictions: 26, 30, 35, 37, 41
 remedies of: 21, 22, 218, 401–432
 source of Hong Kong law: 26, 32, 33, 35

conditional

acceptance: 56–58
 gifts: 90, 91

conditions (*see also* **innominate terms, terms and warranties**)

definition: 165, 181, 183–185, 372–374
 description: 181, 182, 213, 214
 fitness for purpose: 181–183, 213, 214
 merchantability: 181, 183, 213, 214
 sale by sample and: 183, 213, 214
 significance: 165, 181, 183–185, 372–374
 “time of the essence”: 186, 372–374
 title: 181, 213, 214

consideration (*see also* **accord and satisfaction**)

adequacy: 86, 94, 95

benefit/detriment as: 87–95, 98–100, 111, 123
 collateral contracts and: 171, 172
 common mistake and: 263, 264
 conditional gifts and: 90, 91
 contracts under seal not requiring: 5, 6, 86, 154
 criticism of: 86, 97, 98
 economic duress and: 104–108, 295, 296
 executed: 53, 92, 365
 executory: 52, 86, 92, 364
 forbearance to sue: 99, 100
 illegal: 346, 347
 intention and: 127–131
 invented: 97–99
 legal detriment: 88, 89
 meaning: 2, 86–90
 natural love and affection: 95, 96, 110
 part-payment: 89, 111–116
 past: 87, 91–93
 performance of existing duty: 100–111
 practical benefit: 88, 104–109
 price of promise: 87, 90, 91, 93
 privity and: 94, 205, 444, 454–456
 promisee (must move from): 86, 93, 94, 444, 445
 promissory estoppel and: 89, 99, 116–126
 purpose: 86, 87, 128
 requirement of: 2, 5, 6, 86
 restraint of trade and: 351
 sufficiency: 86, 94–97
 termination by agreement requiring: 363–366
 total failure of: 148, 263, 264, 395, 421
 unilateral contracts and: 52, 53, 92
 valuable: 89, 92, 100, 102

contractual capacity

corporations: 10, 121, 122
 drunkards: 10, 121
 mental incapacity: 10, 121
 minors: 10, 122–131
 requirements: 6, 10, 119, 151

corporations

contractual capacity: 10, 139, 141, 142

damage

causation of: 401, 403, 404
 remoteness of: 401, 404–410

damages

“as of right”: 401
 (for) breach of warranty: 165, 184, 364, 374
 common law: 29, 192, 358
 contributory negligence effect: 247, 430, 431
 cost of cure/difference in value: 417–419
 deceit: 237–239
 distress and disappointment: 410–414
 equitable: 415, 416
 fiction of fraud: 242–244
 in lieu of rescission: 218, 232, 235, 244–247
 indemnity contrasted with: 235, 236
 liquidated: 5, 44, 401, 422–427
 loss of bargain: 401, 417–419
 loss of reputation: 414, 415
 market rule: 401, 427, 428
 meaning: 2, 401
 measure (quantum) of: 242–246, 401, 415–431
 misrepresentation: 5, 8, 169, 235–247
 mitigation: 381, 401, 428–430
 negligence: 239, 240
 nominal: 6, 401, 403, 404, 415, 422, 428, 443
 purpose of: 241, 401, 415, 417
 reliance loss: 256, 257, 401, 419–421
 restitutionary: 403, 416, 421
 speculative: 421, 422
 time of assessment: 432

death (see personal injury and death)

debt

limitation and: 440, 441
 part-payment: 89, 99, 102, 111–116
 promissory estoppel and: 123–126
 written acknowledgement of: 440

deceit (see also fraud)

contributory negligence and: 247
 damages for: 237–239, 242–244
 meaning: 237

minors and: 150, 151
 proof of fraud required: 237, 238

detriment (*see consideration*)

distress and disappointment (*see damages*)

contractual capacity: 2, 6, 10, 139–151
 drunkards 139, 141

duress (*see also duress and undue influence*)

coercion of the will: 286–291
 consideration and (economic): 103, 105–108, 295, 296
 economic 10, 105–108, 282, 286–296
 expansion of doctrine: 10, 285
 (of) goods: 282, 286
 illegitimate pressure: 291–295
 lawful act: 293–295
 meaning: 282, 285–295
 physical: 10, 285, 286
 undue influence overlap: 285, 294, 296

economic duress (*see duress*)

employment (*see also restraint of trade*)

beneficial contracts of: 139, 140, 143–147
 contracts of: 7, 12, 348–355, 361, 362
 implied terms and: 179, 180
 injunctions and: 438–440

equity (*see also promissory estoppel*)

common law and: 27, 32–35, 36, 37, 118, 123, 125, 218, 255, 260–263, 402, 433, 434
 court of conscience: 13, 35, 36, 284, 314, 315, 402, 433, 434
 development of: 13, 35, 432, 433
 discretionary nature of: 36, 37, 273, 402, 434
 indemnity in: 218, 235, 236
 injunction in: 37, 349, 402, 438–440
 “laches” and: 233, 441
 maxims of: 13, 36, 337, 402, 433, 434
 meaning: 35, 36, 433, 434
 mistake in: 252, 259–263
 part performance and: 152, 153, 159–162

preservation of under basic law: 13, 32
 rectification in: 174, 252, 273–277
 remedies for breach in: 402, 432–441
 rescission in: 218, 231, 234, 255, 259–263, 284, 296, 313–316
 restitution for minor’s fraud in: 142, 150, 151
 restrictive covenants in: 452–454
 source of Hong Kong law: 35–37
 specific performance in: 37, 402, 433–438
 trusts and: 35, 37
 unconscionability and: 323, 324
 undue influence in: 10, 282–284, 296–316

estoppel (*see also promissory estoppel*)

meaning of: 117
 proprietary: 121
 types of: 117

exemption clauses

construction of: 199–204
 consumer protection and: 9, 11, 12, 19, 165, 191, 206
contra proferentem: 165, 199–202, 204
 freedom of contract and: 11–13, 191
 incorporation of: 191–198
 judicial controls: 165, 191, 199–204, 206
 legislative control of: 165, 191, 206–216
 meaning: 191
 misrepresentation and: 205, 205, 211, 247–250
 privity and: 204, 205, 445, 446, 458

formality

land transactions: 2, 51, 141, 152, 153, 156–159
 need for: 2, 152–163

fraud (*see also deceit*)

auctions and: 52
 contributory negligence and: 247
 fiction of: 242–244
 limitation and: 440
 minor’s: 150, 151
 rescission for: 232, 234
 signature and: 191

statute of frauds: 10, 64, 153, 155, 157, 159, 160
 unconscionability and: 323–327
 unilateral mistake and: 266–272

frustration

definition: 5, 280, 364, 383
 development of doctrine: 383–385
 effect of: 364, 394–399
 events provided for: 389, 390
 foreseen and foreseeable events: 390, 391
 implied term approach to: 253, 384, 385
 leases and: 393, 394
 mistake and: 251, 261, 264, 280, 281, 385
 sanctity and: 6, 7, 20, 383, 384
 self-induced: 389, 391–393
 termination by: 364, 383–400

gaming contracts (see illegal contracts)

hire purchase

exemption clauses and: 214, 215
 passing of title: 269, 270

illegal contracts (see also restraint of trade)

classification: 329–334
 effect: 334, 334–347
 enforcement of: 329, 335–344
ex turpi causa: 328, 335, 336, 342, 343
 frustration and: 20, 383, 385
 illegal formation: 329, 334–336
 illegal performance: 329, 334, 342–344
 need for reform: 347, 348
 passing of property via: 342
 restraint of trade: 329, 329, 348–362
 severance: 329, 335, 346, 347, 361, 362

implied terms (see terms)

indemnity

for misrepresentation: 218, 235, 236
 meaning: 235, 236

infants (see minors)

injunctions (see also equity)

enforcement of restrictive covenants by:
 349, 402, 416, 436, 438–440

equity and: 37, 402, 438
 limitation and: 441
 mandatory: 402, 416, 438
 prohibitive: 402, 438
 purpose: 402, 438
 (to) restrain employee: 349–355
 (as) specific performance: 436, 438–440

innominate terms (see terms)

insurance

CECO and: 210, 212
 frustration and: 399
 marine insurance formality: 163
 privity and: 449
 relevance to criterion of reasonableness:
 203, 210, 212
uberrimae fidei: 221–223

intention

commercial agreements: 127, 134, 135
 consideration and: 127–129
 exemption clauses and: 204, 205
 “honour” clauses: 134, 135
 implied terms and: 11, 175–179
 “mere puffs”: 136, 137
 objective basis of determining: 6, 127–130
 privity and: 205, 443, 456, 457
 rectification and: 252, 273, 275–277
 requirement of: 128–131
 social or domestic agreements: 127,
 131–134
 statements of: 225
 to create legal relations: 6, 127–138

laches (see equity)

land (see also leases and formality)

CECO and: 215
 minors and: 148
 new territories: 37, 330, 338, 339
 privity and: 442, 446–448
 sale of by auction: 52
 specific performance and: 402, 435, 436
 transfer of: 2, 152, 154–161
 unconscionability and: 325, 326

leases

formal requirements: 154, 156
 frustration and: 393, 394
 privity and: 446, 447

liquidated damages (see damages and penalties)**loans**

for gaming: 333
 formal requirements: 162
 (to) minors: 140, 149
 unconscionable: 321–323

mental patients (see contractual capacity)**minors (see also contractual capacity)**

beneficial contracts of service: 139, 143, 145–147
 capacity to make contracts: 6, 139, 143–147
 contracts for necessities: 139, 140, 143–145
 enforceable contracts: 139, 143–147
 liability in tort: 149, 150
 mutuality: 139, 147, 402, 436
 restitution against: 150, 151
 voidable contracts: 139, 140, 148

misrepresentation (see also representation)

breach and: 164–170, 217
 contributory negligence and: 247
 damages for: 5, 8, 169, 218, 236–247
 damages in lieu of rescission for: 244–247
 definition: 217, 219–230
 exemption of liability for: 211, 247–250
 fiction of fraud in: 242–244
 fraudulent: 218, 236–239
 indemnity for: 235, 236
 inducement requirement: 8, 217, 227–230
 limitation and: 441
 “mere puffs”: 226, 227
 mistake and: 231, 234, 245, 253, 259, 267–272, 280
 requirement of “statement”: 217, 219–221
 rescission for: 217, 218, 231–234

signature and: 205, 206
 silence and: 217, 219–223
 statement of intention: 225
 statement of law: 225, 226
 statement of opinion: 223–225
 tortious damages for: 8, 237–244
 undue influence and: 273–280, 308, 309
 vitiating element of: 6, 43, 217

mistake

common: 5, 251, 252, 255–264
 consideration and: 263, 264
 documents signed by: 252, 273–280
 effect of on third parties: 271, 272
 equitable: 252, 259–263
 frustration and: 251, 254, 261, 264, 280, 281, 385
 inoperative: 251, 262, 264, 266
 limitation and: 440
 misrepresentation and: 231, 234, 245, 253, 259, 267–272, 280
 mistaken identity: 232, 234, 267–272, 280, 281, 283, 307
 mistaken rescission for breach: 185–188, 375–378
 mutual: 251, 253, 254, 264–266
 need for mistake doctrine questioned: 253, 254
 negating consent: 254
non est factum: 252, 277–280
 nullifying consent: 254
 objective assessment: 3, 4, 251, 264–267, 274, 277
 of law: 38, 39, 226, 260
 proposals for reform: 280, 281
 rectification for: 174, 273–277
 unilateral: 251, 253, 254, 266–272, 274–277
 vitiating element of: 6, 255
 voidness via: 10, 234, 251, 255–260

necessaries

(for) drunkards: 141
 loans for: 149
 (for) mental patients: 141
 (for) minors: 139, 140, 142–145

negligence

CECO definition: 207
 contributory: 247, 271, 430, 431
 excluding liability for: 198–202, 207–209
 misrepresentation and: 218, 236, 240–244
 remoteness rules: 401, 406–408
 self-induced frustration and: 392, 393

offer (see also agreement and acceptance)

advertisements as: 52–54
 automatic machines and: 50, 195, 196
 counter-offer: 59–61, 69, 70, 73
 cross-offers: 72
 definition: 45, 46
 invitation to treat and: 46–56
 made to the world: 54, 74
 multiple offers: 62
 objective test for: 3, 4, 45, 46
 promise to keep open: 46, 73
 (and acceptance) requirement: 4, 43–45
 “subject to contract”: 57, 84, 85
 termination of: 46, 72–76
 unilateral contracts and: 52–54

parol evidence rule

definition: 170
 exceptions to: 170–173, 252
 operation of: 191, 249, 265
 purpose: 170
 rectification and: 252

penalties

effect of: 423–426
 liquidated damages and: 423–427
 meaning: 423, 424, 426

performance

acceptance by: 69, 70
 complete (precise) performance rule: 3, 20, 363, 366–370, 383, 384
 illegal: 20, 328, 334, 342, 344
 impossible: 3, 5, 20, 364, 375, 383–388
 of existing duty: 100–111
 partial: 10, 152, 153, 159–161, 363, 367–369
 prevention of by other party: 368, 369
 right to cease: 165, 183, 184, 364, 370

substantial: 364, 369
 substantially different: 212
 tender of: 369, 370
 termination by: 363, 364, 366–370
 time for: 372–374

personal injury and death

exemption of negligence liability for: 207, 208
 limitation and: 390, 440

price-fixing

illegality and: 360

privity of contract

action by promisee on behalf of third party: 449–451
 benefits to third parties: 442–449, 456–458
 burdens to third parties: 442, 443, 452–454
 consideration and: 80, 394, 395, 404
 exemption clauses and: 146, 178, 179
 meaning: 7, 393, 413
 reform proposals: 394, 404–410
 reliance loss and: 374
 significance: 393–404, 413

promisee

consideration must move from: 86, 94, 109, 444, 445, 454, 455
 definition: 93, 94, 454
 detriment to as consideration: 87–95, 98–100, 111
 privity and consideration from promisee rule: 80, 394, 395, 404

promisor

benefit to as consideration: 87–92
 duty owed to and consideration: 103–110

promissory estoppel

acting on the promise: 122, 123
 consideration and: 89, 118, 120, 122, 124–126
 equity and: 89, 116–118, 121, 122, 125
 meaning: 116–118
 other estoppels compared: 117, 121
 part-payment and: 123–126
 “shield not a sword”: 119–121

suspension and abrogation of rights:

123–126

waiver and: 89, 122

quantum

(measure of) damages for breach: 401, 403, 415–431

(measure of) damages for misrepresentation: 218, 236–246

effect of subsequent events in assessing: 44, 380, 432

meaning: 403

quantum meruit: 341, 356, 363, 367–369

time of assessment: 432

quasi-contract

frustration and: 395,

minors' liability: 140, 143

rectification

equitable remedy of: 174, 273–277

mistake: 273–277

requirements: 273–277

remedies (see also breach, damages, equity, injunction, rectification, rescission, restitution, and specific performance)

breach: 401–441

misrepresentation: 8, 217, 218, 231–247

mistake, rectification: 252, 273–277

(effect of) privity: 457, 458

unconscionability: 319, 320, 326

undue influence: 313–316

remoteness

breach: 401, 404–410

contract and tort: 8, 401, 405–409

fraud: 237–239

meaning: 404

misrepresentation: 237–239, 242–244

representation (see also misrepresentation)

meaning: 164, 166–170

promissory estoppel and: 119

term contrasted: 164, 166–170

repudiation

anticipatory: 378–383

implied: 375

(of contract by) minor: 140, 145, 148

rejection of: 165, 184, 364, 370, 371, 378–383

termination of contract and: 165, 184, 364, 370

wrongful: 185, 375, 376, 382, 451

rescission (see also equity)

bars to: 218, 232–235, 282, 313

common law: 218

damages in lieu of: 218, 235, 244–247

damages plus: 240

duress and undue influence: 282, 283, 313–316

equitable: 218, 252, 255, 259–263, 284, 314–316

indemnity plus: 218, 235, 236

meaning: 218, 314, 315

misrepresentation: 217, 218, 231–236

mistake: 252, 259–263

unconscionability: 326

restitution

breach of contract and: 403, 415–417, 421

minors: 140, 142, 150, 151

misrepresentation: 232, 234

mistake of law: 39, 260

undue influence: 313, 314

restraint of trade (see also illegal contracts)

basis of doctrine: 329, 348, 349

contracts in: 328, 329, 348–358

effect of: 361, 362

severance: 335, 346, 361, 362

restrictive covenants

(in) employment contracts: 349–355

land law: 452–454

privity: 452–454

revocation

before acceptance complete: 46, 51, 52, 73–75

(of) offer: 46, 51, 52, 69, 73–75
 third party: 73, 74
 unilateral offers: 74, 75

sale of goods

bilateral contracts for: 52
 certainty: 77–79
 commercial law and: 7
 contract law and: 7, 8
 exemption clauses: 213, 214
 implied terms: 164, 181–183, 213, 214
 innominate terms: 188, 189
 market rule: 401, 427, 428
 mistaken identity: 232, 234
 necessities: 139–141, 143–145
 part-performance: 367, 368
res extincta: 253, 255–258
 specific performance: 435, 436
 unconscionability: 318–320

severance

“blue pencil” test: 361, 362
 frustration and: 399
 illegality: 329, 335, 346, 347, 361, 362
 meaning: 329, 346
 meaningless words: 79
 restraint of trade: 329, 335, 347, 361, 352

shares

purchase of by minor: 140, 148

shop displays

as invitation to treat: 48–50

signature (see also parol evidence rule)

incorporation of exemption clause by: 191, 192
 memorandum in writing: 152, 155, 157–159
 misrepresentation and: 205, 206
non est factum: 252, 277–280

specific performance (see also equity)

constant supervision: 402, 436–438
 damages in lieu: 383, 415, 416, 432
 discretionary nature: 37, 433–435
 disposition of land: 160, 402, 436
 equity and: 37, 402, 434–441

exceptional nature: 2, 20, 402, 434–436
 injunctions and: 402, 436, 438–440
 limitation: 441
 meaning: 2, 6, 402, 434
 minors and: 139, 147, 402, 436
 mutuality: 139, 147, 402, 436
 personal service contracts: 349, 402, 436–440
 privity and: 448, 449
 sale of goods: 435, 436

tenders

invitation to treat, offer: 54–56
 (of) performance: 369, 370
 unrealistic: 109
 withdrawal of before performance: 54–56, 103

terms (see also conditions, innominate terms, and warranties)

certainty of: 76–85
 classification of: 165, 183–190, 370
 conditions: 165, 183–186, 189, 190, 372–374
 contractual: 164–216
 evidence in writing: 152, 155–159
 exemption clauses: 11, 165, 191–216
 express: 164, 170–174, 199
 implied: 10, 11, 164, 174–183, 213, 214
 innominate: 165, 184, 187–189
 mistake as to: 251, 266
 onerous: 196, 197, 215
 purpose of: 21
 representations contrasted: 164, 166–170, 217
 rescission on: 262, 263, 314–316
 standard: 3, 60, 61, 212, 356
 unconscionable: 317–327
 warranties: 165, 184, 185, 370, 374
 written, and parol evidence rule: 170–173

third parties (see also privity of contract)

exemption clauses: 204, 205, 456
 mistake and: 231, 232, 234, 245, 246, 271, 272
 undue influence and: 18, 307–313

tort

contracts to commit: 328, 330
 conversion: 268–270
 damages in: 8, 236–244, 406–409
 deceit: 150, 236–239, 241, 242
 exemption of liability for: 165, 191, 201, 202, 206–209, 215
 inducing breach of contract: 146, 330, 353, 439, 440
 liability in contract and: 422
 minors' liability in: 140, 149, 150
 misrepresentation damages and: 218, 236–244
 misrepresentation liability in: 8, 237–244
 negligence: 239, 240
 remoteness rules in: 8, 242–244, 406–409

trusts

equity and: 35
 illegal contracts and: 337
 presumed undue influence and: 283, 299
 privity and: 443

unconscionability

as vitiating element: 14, 317–327
 common law: 318, 323–327
 definition: 319, 320, 323–325
 effects: 318, 319, 321, 322, 326
 fairness and: 14, 318–320, 323–325
 statutory: 317–323

undue influence

actual: 282, 283, 296–298
 as vitiating element: 10, 282, 317

bars to rescission for: 284, 313, 314
 definition: 282, 296
 equity and: 10, 282, 284, 296, 314, 315
 presumed: 282, 283, 296, 298–301
 proof of: 282, 283, 296, 301–305
 rebutting the presumption of: 283, 305–307
 relationship with duress: 285, 296
 remedies for: 284, 313–316
 special relationships and: 283, 299, 300
 third parties and: 283, 284, 307–313
 trust and confidence relationships: 283, 298–301
 unconscionability and: 317, 319, 324

unfair terms (see terms)**unilateral contracts**

bilateral contracts distinguished: 52, 53
 meaning: 53, 92
 revocation and: 74, 75
 waiver or communication of acceptance: 64, 65

waiver (see also promissory estoppel)

of communication of acceptance: 64, 65

warranty (see also terms, conditions and innominate terms)

alternative meanings: 167, 168, 185
 effect of breach of: 165, 184, 187, 188, 364, 370, 374
 meaning: 165, 167, 168, 184, 185