

Process for the test:

General

What is the main issue?

Discuss the objective principle as the backdrop for determining all other limbs.

1. **Was there an offer?**
 - a. Master of their Offer.
2. **Does the offer relate to a unilateral or bilateral contract?**
 - a. Unilateral: what are the terms? – *Markholm; Blackpool; Carlill; (Ron, kind of)*
 - b. All the others: what are the terms?
3. **Was there acceptance?**
4. **Was there anything that makes that acceptance invalid?**
 - a. Revocation
 - b. Particular means of acceptance exclusively specified
5. **Was there consideration?**
 - a. Detriment-Benefit?
 - b. Did it pass
6. **Was there performance?**

If the contract involves any pre-existing duty:

1. **Which strand of cases does this belong with: *Stilk v Myrick* or *Pinnel's Case*?**
2. **Was there an accord?**
 - Question of fact, judged objectively in all of the circumstances.
 - a. Was there a clear offer (that fits all of the criteria)?
 - b. Was there clear acceptance?
 - i. Were certain behaviours stipulated to constitute acceptance? Is that valid?
 - ii. Was there a delay in remedying a mistake?
 - iii. Was there silence, and what does this mean?
3. **Was there satisfaction to support that accord?**
 - a. Consider: *Stilk v Myrick* – practical benefits suffice.
 - b. Consider: *Pinnel's Case* – practical benefits will not suffice; there must be the introduction of some other element. What was it?
4. **If there was no satisfaction to support the accord, do any of the other exceptions apply/that mean *Foakes v Beer* doesn't apply?**
 - a. Was the claim for an unliquidated or a genuinely disputed debt?
 - b. Was there a composition with creditors?
 - c. Was there a statutory exception, as within Property Law Act 2017, s 27A?
 - d. Was the payment of the debt by a third party?

e. Does equitable estoppel apply?