

CONTENTS

<i>Contributors</i>	iii
<i>Preface</i>	v
<i>Acknowledgments</i>	ix
<i>Table of Cases</i>	xxix
Chapter 1 — An Introduction to the Study of the Law of Contracts.....	1
1. The Classical Theory of Contract	2
2. The Intersection of “Private” and “Public” Law	3
3. “Freedom of Contract”: Reality and Regulatory Response	4
4. “Freedom of Contract”: Common Law Response	7
5. What Promises Are Enforceable?	9
6. What Remedy for Breach?	10
7. Theories of Contract Law	11
8. Relational Contracts	12
9. Transcending Conceptual Boundaries	13
10. A Final Word of Caution	15
Chapter 2 — Formation of the Agreement: Offer and Acceptance	17
Learning Objectives	17
1. Introduction	17
2. Offer and Invitation to Treat	20
<i>Canadian Dyers Association Ltd. v. Burton</i>	20
Note and Questions	22
<i>Pharmaceutical Society of Great Britain v. Boots Cash Chemists (Southern) Ltd.</i>	23
Note and Questions	25
<i>Carlill v. Carbolic Smoke Ball Co.</i>	28
Note and Questions	32
<i>Goldthorpe v. Logan</i>	33
Notes and Questions	35
<i>R. v. Ron Engineering & Construction (Eastern) Ltd.</i>	36
Notes.....	38
<i>M.J.B. Enterprises Ltd. v. Defence Construction (1951) Ltd.</i>	39
Notes.....	47
3. Communication of Offer	48
<i>Williams v. Carwardine</i>	48

<i>R. v. Clarke</i>	50
Notes and Questions	53
4. Acceptance	53
<i>Livingstone v. Evans</i>	53
Note and Questions	55
<i>Butler Machine Tool Co. v. Ex-Cell-O Corp.</i>	56
Question	58
<i>Tywood Industries Ltd. v. St. Anne-Nackawic Pulp & Paper Co. Ltd.</i>	58
Notes and Questions	59
<i>ProCD v. Matthew Zeidenberg and Silken Mountain Web Services, Inc.</i>	61
Questions	66
<i>Dawson v. Helicopter Exploration Co.</i>	67
<i>Felthouse v. Bindley</i>	73
Notes and Questions	74
<i>Saint John Tug Boat Co. v. Irving Refinery Ltd.</i>	76
<i>Eliason v. Henshaw</i>	81
Questions	82
5. Communication of Acceptance	83
(a) Mailed Acceptances	83
<i>Household Fire & Carriage Accident Insurance Co. v. Grant</i>	83
Notes and Questions	86
<i>Holwell Securities Ltd. v. Hughes</i>	86
Question	89
(b) Instantaneous Methods of Communication	89
<i>Brinkibon Ltd. v. Stahag Stahl und Stahlwarenhandels-gesellschaft mbH</i>	89
Notes and Questions	92
<i>Rudder v. Microsoft Corp.</i>	94
Notes	98
6. Termination of Offer	99
(a) Revocation	99
<i>Dickinson v. Dodds</i>	99
Notes and Questions	101
<i>Byrne v. Van Tienhoven</i>	103
Note	104
<i>Errington v. Errington and Woods</i>	104
Questions	106
(b) Lapse	106
<i>Barrick v. Clark</i>	106
Notes and Questions	110
Chapter 3 — Formation of the Agreement: Certainty of Terms	113
Learning Objectives	113
1. Introduction	113
2. Vagueness	116
<i>R. v. CAE Industries Ltd.</i>	116

Note.....	121
3. Incomplete Terms.....	121
<i>May & Butcher Ltd. v. R.</i>	122
Note.....	124
<i>Hillas & Co. v. Arcos Ltd.</i>	124
Note.....	129
<i>Foley v. Classique Coaches Ltd.</i>	129
Notes and Questions	131
4. Agreements to Negotiate	134
<i>Empress Towers Ltd. v. Bank of Nova Scotia</i>	136
<i>Mannpar Enterprises Ltd. v. Canada</i>	138
Note and Questions	142
A Comment on Developments in the Enforcement of Agreements to Negotiate in Good Faith	143
5. Anticipation of Formalization	149
<i>Bawitko Investments Ltd. v. Kernels Popcorn Ltd.</i>	150
Notes.....	155
Chapter 4 — The Enforcement of Promises	157
Learning Objectives	157
1. Introduction	157
(a) Promises Enforced as Contracts	158
(b) Promises Enforced as Deeds	159
(c) Promises Enforced by Way of Estoppel	159
2. Exchange and Bargains	159
<i>The Governors of Dalhousie College at Halifax v. The Estate of Arthur Boutilier, Deceased</i>	159
<i>Brantford General Hospital Foundation v. Marquis Estate</i>	165
<i>Wood v. Lucy, Lady Duff-Gordon</i>	169
Notes and Question	170
3. Past Consideration	170
<i>Eastwood v. Kenyon</i>	170
Question	172
<i>Lampleigh v. Brathwait</i>	172
Notes and Questions	173
4. Consideration Must Be of Value in the Eyes of the Law.....	173
<i>Thomas v. Thomas</i>	173
Notes and Questions	175
5. Bona Fide Compromises of Disputed Claims	175
<i>B. (D.C.) v. Arkin</i>	175
Note.....	178
6. Pre-Existing Legal Duty.....	179

(a) Introduction	179
(b) Public Duty	179
Question	180
(c) Duty Owed to a Third Party	180
<i>Pao On v. Lau Yiu Long</i>	180
(d) Duty Owed to the Promisor — The Traditional Position	183
(i) Promises to Pay or Provide More	184
<i>Stilk v. Myrick</i>	184
Note.....	185
<i>Gilbert Steel Ltd. v. University Const. Ltd.</i>	185
Notes.....	189
(ii) Promises to Accept Less	189
(A) Accord and Satisfaction.....	189
<i>Foakes v. Beer</i>	190
Notes and Questions	192
<i>Foot v. Rawlings</i>	194
Note and Question	196
(B) Statute.....	196
<i>Judicature Act</i>	196
Notes and Questions	196
(e) Duty Owed to the Promisor — Judicial Reform	198
<i>Nav Canada v. Greater Fredericton Airport Authority Inc.</i>	198
Note and Questions	203
<i>Rosas v. Toca</i>	203
Note and Questions	213
7. Promissory Estoppel	214
<i>Hughes v. Metropolitan Railway Company</i>	214
<i>Central London Property Trust Ltd. v. High Trees House Ltd.</i>	215
Note and Questions	218
(a) The Nature of the Representation	218
<i>John Burrows Ltd. v. Subsurface Surveys Ltd.</i>	218
Note and Questions	220
(b) The Equities	221
<i>D. & C. Builders Ltd. v. Rees</i>	221
(c) The Reliance	224
<i>W.J. Alan & Co. v. El Nasr Export & Import Co.</i>	224
Questions	228
<i>Société Italo-Belge Pour le Commerce et l'industrie S.A. v. Palm and</i> <i>Vegetable Oils (Malaysia) SDN BHD; the Post Chaser</i>	228
Notes and Questions	231
(d) Sword or Shield?	233
<i>Combe v. Combe</i>	233
Notes and Questions	235
<i>Petridis v. Shabinsky</i>	235
Questions	238
<i>M. (N.) v. A. (A.T.)</i>	238
Notes and Questions	243
8. Intention to Create Legal Relations	244

(a) Introduction	244
(b) Family Arrangements	244
<i>Balfour v. Balfour</i>	244
Notes and Questions	247
(c) Commercial Arrangements	248
<i>Rose and Frank Co. v. J.R. Crompton and Bros. Ltd.</i>	248
Notes and Questions	249
<i>Toronto Dominion Bank v. Leigh Instruments Ltd. (Trustee of)</i>	250
Notes	253
9. Formality: Promises under Seal	254
<i>Royal Bank v. Kiska</i>	254
Notes	256
10. Formality: The Requirement of Writing	257
(a) Introduction	257
(b) Categories of Contracts under the Statute	259
(i) Contracts to Charge an Executor or Administrator on a Special Promise to Answer Damages Out of His Own Estate	260
Note	260
(ii) Contracts Made upon Consideration of Marriage	260
Note	260
(iii) Contracts to Answer for the Debt, Default or Miscarriage of Another Person	260
Note	261
(iv) Contracts Not to Be Performed Within a Year	261
Note	262
(v) Contracts for the Sale or an Interest in Land	262
Note	262
(c) Effects of Non-Compliance	263
(d) The Requirement of a Sufficient Note or Memorandum	263
(i) Form of the Note or Memorandum	263
(ii) Contents of the Note or Memorandum	264
<i>Dynamic Transport Ltd. v. O.K. Detailing Ltd.</i>	264
(iii) The Requisite Signature	266
(iv) Joinder of Documents	267
(e) Electronic Contracts	267
(i) Written Memoranda in Electronic Form at Common Law	267
(ii) Written Memoranda in Electronic Form under Electronic Commerce Legislation	267
Note	268
(iii) Signatures in Electronic Form	268
Notes	269
(f) Part Performance	269
<i>Deglman v. Guaranty Trust Co.</i>	269
Notes	273
<i>Thompson v. Guaranty Trust Co.</i>	274
Notes and Questions	280
<i>Lensen v. Lensen</i>	280
Notes	282

Chapter 5 — Privity of Contract.....	285
Learning Objectives	285
1. Introduction	285
2. The History of the Doctrine of Privity and Third Party Beneficiaries	285
<i>Provender v. Wood</i>	286
<i>Tweddle v. Atkinson</i>	286
<i>Dunlop Pneumatic Tyre Co. Ltd. v. Selfridge & Co. Ltd.</i>	287
Notes and Questions.....	290
3. Ways in Which a Third Party May Acquire the Benefit	291
(a) Statute	291
Note.....	293
(b) Specific Performance	293
<i>Beswick v. Beswick</i>	293
<i>Beswick v. Beswick</i>	295
Questions	297
(c) Trust	297
<i>Vandepitte v. Preferred Accident Insurance Co.</i>	297
(d) Agency	301
<i>McCannell v. Mabee McLaren Motors Ltd.</i>	302
<i>New Zealand Shipping Co. Ltd. v. A.M. Satterthwaite & Co. Ltd.</i>	304
Notes and Question	308
(e) Employment	309
<i>London Drugs Ltd. v. Kuehne & Nagel International Ltd.</i>	309
Notes and Questions.....	319
(f) The Principled Exception	319
<i>Fraser River Pile & Dredge Ltd. v. Can-Dive Services Ltd.</i>	319
Notes and Questions.....	324
4. Privity and Contract Theory	324
Chapter 6 — Contingent Agreements	327
Learning Objectives	327
1. Introduction	327
2. Intention, Certainty, and Consideration	330
<i>Wiebe v. Bobsien</i>	332
Notes.....	338
<i>Wiebe v. Bobsien</i>	338
Notes and Questions.....	340
3. Reciprocal Subsidiary Obligations	341
<i>Dynamic Transport Ltd. v. O.K. Detailing Ltd.</i>	343
Notes and Questions.....	345
(a) Remedies for Breach of Subsidiary Obligations	346
<i>Eastwalsh Homes Ltd. v. Anatal Developments Ltd.</i>	347
Note.....	349

4. Unilateral Waiver	350
<i>Turney v. Zhilka</i>	350
Notes.....	352
 Chapter 7 — Representations and Terms; Classifications and Consequences.....	 357
Learning Objectives	357
1. Introduction	357
2. Misrepresentation and Rescission	358
<i>Redgrave v. Hurd</i>	359
Questions.....	363
<i>Smith v. Land and House Property Corp.</i>	363
Notes and Questions.....	364
<i>Bank of British Columbia v. Wren Developments Ltd.</i>	365
Note and Questions.....	367
<i>Kupchak v. Dayson Holdings Ltd.</i>	368
Notes and Questions.....	375
3. Representations and Terms	376
<i>Heilbut, Symons & Co. v. Buckleton</i>	376
Note and Questions.....	380
<i>Dick Bentley Productions Ltd. v. Harold Smith (Motors) Ltd.</i>	381
Questions.....	383
<i>Leaf v. International Galleries</i>	383
Questions.....	387
4. Statutory Reform	387
Ontario Law Reform Commission, <i>Report on Amendment of the Law</i> <i>of Contract</i>	388
Note and Questions.....	391
<i>Consumer Protection Act</i>	391
Notes and Questions.....	398
5. Concurrent Liability in Contract and Tort	399
<i>Sodd Corp. v. N. Tassis</i>	400
Notes and Questions.....	402
<i>BG Checo International Ltd. v. British Columbia Hydro & Power</i> <i>Authority</i>	403
Note and Question.....	412
6. The Parol Evidence Rule	413
(a) The Scope and Rationale of the Rule	413
<i>Zell v. American Seating Co.</i>	415
Notes and Questions.....	420
<i>Hawrish v. Bank of Montreal</i>	422
Note and Questions.....	425
<i>Bauer v. Bank of Montreal</i>	425
Notes and Questions.....	427
<i>J. Evans & Son (Portsmouth) Ltd. v. Merzario (Andrea) Ltd.</i>	427

Notes and Questions	430
<i>Gallen v. Allstate Grain Co.</i>	433
Note and Questions	441
(b) Statutory Modification of the Parol Evidence Rule	442
<i>Trade Practice Act</i>	442
Notes and Questions	442
7. Classification of Terms	447
<i>Hong Kong Fir Shipping Co. Ltd. v. Kawasaki Kisen Kaisha Ltd.</i>	448
Notes and Questions	453
<i>Wickman Machine Tool Sales Ltd. v. L. Schuler A.G.</i>	456
Questions	461
8. The Performance Obligation: The Duty to Perform in Good Faith	462
<i>Bhasin v. Hrynew</i>	462
Notes and Questions	472
9. Remedies of the Parties in Default	473
<i>Fairbanks Soap Co. v. Sheppard</i>	475
Notes and Questions	478
<i>Sumpter v. Hedges</i>	479
Questions	480
<i>Howe v. Smith</i>	480
Note and Questions	481
<i>Stevenson v. Colonial Homes Ltd.</i>	482
Questions	485
Chapter 8 — Standard Form Contracts and Exclusion Clauses	487
Learning Objectives	487
1. Introduction	487
2. Judicial Control of Standard Form Contracts and Exclusion Clauses	488
<i>Trebilcock, The Common Law of Restraint of Trade</i>	489
Use of Exclusion Clauses	493
3. Incorporation	494
(a) Unsigned Documents	494
<i>Thornton v. Shoe Lane Parking Ltd.</i>	494
Note	498
<i>Interfoto Picture Library Ltd. v. Stiletto Visual Programmes Ltd.</i>	499
<i>McCutcheon v. David MacBrayne Ltd.</i>	504
Notes and Question	507
(b) Signed Documents	508
<i>Tilden Rent-A-Car Co. v. Clendenning</i>	508
<i>Karroll v. Silver Star Mountain Resorts Ltd.</i>	512
Notes	517
4. Principles of Contractual Interpretation	520
(a) Implied Terms	520
<i>Machtinger v. Hoj Industries Ltd.</i>	521

(b) Ambiguity	524
<i>Scott v. Wawanese Mutual Insurance Co.</i>	524
(c) Context and the Factual Matrix	528
<i>Ledcor Construction Ltd. v. Northbridge Indemnity Insurance Co.</i>	530
Note	533
(d) Strict Construction	533
5. The Doctrine of Fundamental Breach	535
<i>Tercon Contractors Ltd. v. British Columbia (Ministry of Transportation and Highways)</i>	537
Notes and Questions	547
Chapter 9 — Mistake	549
Learning Objectives	549
1. Introduction	549
Note	550
2. Both Parties Mistakenly Believe They Are in Agreement	551
<i>Staiman Steel Ltd. v. Commercial & Home Builders Ltd.</i>	552
3. Unilateral Mistakes as to Terms	554
(a) Distinguishing Mistakes as to Terms and Mistaken Assumptions	554
<i>Smith v. Hughes</i>	554
Question	559
(b) “Snapping Up” a Mistaken Offer	559
Notes and Question	561
(c) Mistakes in Tender Bids	561
<i>R. v. Ron Engineering & Construction (Eastern) Ltd.</i>	562
Notes and Questions	566
4. Agreements Made under Mistaken Assumptions	568
(a) Common Law	568
<i>Bell v. Lever Brothers Ltd.</i>	568
Question	573
<i>McRae v. Commonwealth Disposals Commission</i>	573
Notes and Questions	579
(b) Equity	579
<i>Solle v. Butcher</i>	580
Notes	582
<i>Great Peace Shipping v. Tsavlis Salvage</i>	583
Note and Questions	588
<i>Miller Paving Ltd. v. B. Gottardo Construction Ltd.</i>	589
Notes	592
5. Mistaken Identity	593
<i>Shogun Finance Ltd. v. Hudson</i>	594
Note and Question	600
6. Documents Mistakenly Signed: <i>Non Est Factum</i>	600
<i>Saunders v. Anglia Building Society</i>	602

	<i>Marvco Color Research Ltd. v. Harris</i>	604
	Notes.....	612
7.	Rectification	613
	<i>Sylvan Lake Golf & Tennis Club Ltd. v. Performance Industries Ltd.</i>	614
	Notes.....	623
	<i>Canada (Attorney General) v. Fairmont Hotels Inc.</i>	623
	Note.....	630
	Chapter 10 — Frustration.....	633
	Learning Objectives	633
1.	Introduction	633
	Collins, <i>The Law of Contract</i>	635
	Posner, <i>Economic Analysis of Law</i>	636
	Trebilcock, <i>The Limits of Freedom of Contract</i>	638
2.	Development and Application of the Doctrine	639
	<i>Paradine v. Jane</i>	639
	Note and Question	639
	<i>Taylor v. Caldwell</i>	640
	Notes and Questions	642
	<i>Claude Neon General Advertising Ltd. v. Sing</i>	643
	Notes and Questions	645
	<i>Davis Contractors Ltd. v. Fareham U.D.C.</i>	645
	Notes.....	649
	<i>Capital Quality Homes Ltd. v. Colwyn Construction Ltd.</i>	650
	Question and Notes	652
	<i>Victoria Wood Development Corp. v. Ondrey</i>	652
	Question	653
	<i>KBK NO. 138 Ventures Ltd. v. Canada Safeway Ltd.</i>	654
	Note.....	657
	<i>Kesmat Invt. Inc. v. Indust. Machinery Co. & Canadian Indemnity Co.</i>	657
	Notes and Questions	658
3.	A Restatement	661
	<i>Edwinton Commercial Corporation and Another v. Tsavliris Russ</i> <i>(Worldwide Salvage and Towage) Ltd. The Sea Angel</i>	661
	Note and Questions	666
4.	Self-Induced Frustration	668
	<i>Maritime National Fish Ltd. v. Ocean Trawlers Ltd.</i>	668
	Notes and Questions	669
5.	Should the Doctrine of Frustration Be Expanded: Commercial Impracticality and Social Force Majeure?	670
	Notes and Questions	671
	Wilhelmsson, “‘Social Force Majeure’ — A New Concept in Nordic Consumer Law”	673
	Questions	674

6. Anticipating the Unforeseeable: Force Majeure Clauses	674
<i>Atlantic Paper Stock Ltd. v. St. Anne-Nackawic Pulp & Paper Co.</i>	675
Notes and Questions	678
7. Effect of Frustration	680
Ontario Law Reform Commission, <i>Report on Amendment of the Law of Contract</i>	680
Notes and Questions	683
Chapter 11 — The Protection of Weaker Parties	685
Learning Objectives	685
1. Introduction	685
2. Duress	686
<i>Greater Fredericton Airport Authority Inc. v. NAV Canada</i>	686
3. Undue Influence	699
<i>Geffen v. Goodman Estate</i>	701
Notes and Questions	708
<i>Royal Bank of Scotland Plc v. Etridge (No. 2)</i>	709
Notes and Questions	718
4. Unconscionability	718
(a) The Traditional Doctrine	718
<i>Morrison v. Coast Finance Ltd.</i>	719
<i>Marshall v. Can. Permanent Trust Co.</i>	723
Questions	725
(b) A Wider View	726
<i>Lloyds Bank v. Bundy</i>	726
<i>Harry v. Kreutziger</i>	732
(c) The Scope of the Principle	735
Tiplady, “The Judicial Control of Contractual Unfairness”	737
Note	738
(d) Unconscionability Legislation	739
<i>Unconscionable Transactions Relief Act</i>	739
Notes and Question	740
5. Incapacity	742
(a) Infancy	742
Ontario Law Reform Commission, <i>Report on Amendment of the Law of Contract</i>	742
Notes	743
(b) Mental Incompetence	744
<i>Hart v. O’Connor</i>	744
Notes and Question	748
Chapter 12 — Illegality and Public Policy	749
Learning Objectives	749

1. Introduction	749
2. Contracts Contrary to Public Policy at Common Law	750
(a) Restraint of Trade	750
<i>Shafron v. KRG Insurance Brokers (Western) Inc.</i>	750
Notes	759
(b) Immoral Contracts	762
(c) Surrogacy Agreements	764
3. Effects of Illegality	767
<i>Still v. Minister of National Revenue</i>	768
Notes and Questions	781
Chapter 13 — Remedies	785
Learning Objectives	785
1. Introduction	785
2. Damages: The Interests Protected	786
Holmes, <i>The Path of the Law</i>	787
Posner, <i>Economic Analysis of Law</i>	787
Note	788
Fuller and Perdue, <i>The Reliance Interest in Contract Damages</i>	789
(a) The Expectation Interest	798
(b) The Reliance Measure of Damages	799
<i>McRae v. Commonwealth Disposals Comm.</i>	799
Note and Questions	803
<i>Bowlay Logging Ltd. v. Domtar Ltd.</i>	804
Note and Question	807
<i>Sunshine Vacation Villas Ltd. v. Governor and Company of Adventurers</i> <i>of England Trading into Hudson's Bay</i>	808
Questions	811
(c) The Restitution Measure of Damages	812
<i>Attorney-General v. Blake (Jonathan Cape Ltd. Third Party)</i>	812
Notes and Questions	821
3. Damages: The Boundaries of Recovery	821
(a) Circumscribing the Zone of Protected Interests	821
(i) Loss of a Chance	822
<i>Chaplin v. Hicks</i>	822
Questions	823
(ii) Cost of Completion v. Difference in Value	824
<i>Groves v. John Wunder Co.</i>	824
Notes and Question	829
Posner, <i>Economic Analysis of Law</i>	829
<i>Nu-West Homes Ltd. v. Thunderbird Petroleums Ltd.</i>	830
Notes and Questions	832
(iii) General Damages for Mental Distress	833
<i>Fidler v. Sun Life Assurance Co. of Canada</i>	833
Notes	842

<i>Jarvis v. Swans Tours</i>	843
Question	845
(iv) Aggravated and Punitive Damages	846
<i>Vorvis v. Insurance Corp. of British Columbia</i>	846
<i>Honda Canada Inc. v. Keays</i>	854
Notes and Questions	865
<i>RBC Dominion Securities Inc. v. Merrill Lynch Canada Inc.</i>	866
<i>Whiten v. Pilot Insurance Co.</i>	869
Note and Question	872
(b) Certainty, Causation and Remoteness	872
(i) Certainty	873
(ii) Causation	873
<i>Hodgkinson v. Simms</i>	873
Notes and Questions	882
(iii) Remoteness	882
<i>Hadley v. Baxendale</i>	883
Note and Question	885
<i>Victoria Laundry (Windsor) Ltd. v. Newman Indust. Ltd.</i>	885
Questions	889
<i>Scyrup v. Economy Tractor Parts Ltd.</i>	889
Note and Questions	891
<i>Koufos v. Czarnikow (C.) (The Heron II)</i>	892
Note and Questions	895
(c) Mitigation	896
<i>Asamera Oil Corp. v. Sea Oil & General Corp.</i>	896
Note and Questions	904
(d) Time of Measurement of Damages	905
<i>Semelhago v. Paramadevan</i>	905
Notes	910
<i>Southcott Estates Inc. v. Toronto Catholic District School Board.</i>	911
<i>Evans v. Teamsters Local Union No. 31</i>	916
Note	920
(e) Liquidated Damages, Deposits and Forfeitures	920
<i>Shatilla v. Feinstein</i>	921
Questions	924
<i>H.F. Clarke Ltd. v. Thermidaire Corp.</i>	925
Notes and Questions	932
<i>J.G. Collins Insurance Agencies Ltd. v. Elsley</i>	933
Note and Questions	934
<i>Stockloser v. Johnson</i>	935
Notes and Questions	938
<i>Super Save Disposal Ltd. v. Blazin Auto Ltd.</i>	939
4. Equitable Remedies	942
(a) Specific Performance	942
<i>John E. Dodge Holdings Ltd. v. 805062 Ontario Ltd.</i>	944
Notes and Questions	946
(b) Defences to Actions for Specific Performance	948
(i) Mutuality of Remedy	948
(ii) Misrepresentation and Mistake	949

(iii) Conduct of the Plaintiff.....	949
(iv) Hardship.....	949
(v) Other Equitable Defences	950
(c) Injunctions	950
(d) Contracts of Personal Service.....	950
<i>Warner Bros. Pictures Inc. v. Nelson</i>	<i>951</i>
Note and Questions	956
(e) Interim and Interlocutory Injunctions	956
<i>Zipper Transportation Services Ltd. v. Korstrom</i>	<i>957</i>
<i>Zipper Transportation Services Ltd. v. Korstrom</i>	<i>958</i>
Note and Questions	961