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Books User Guide

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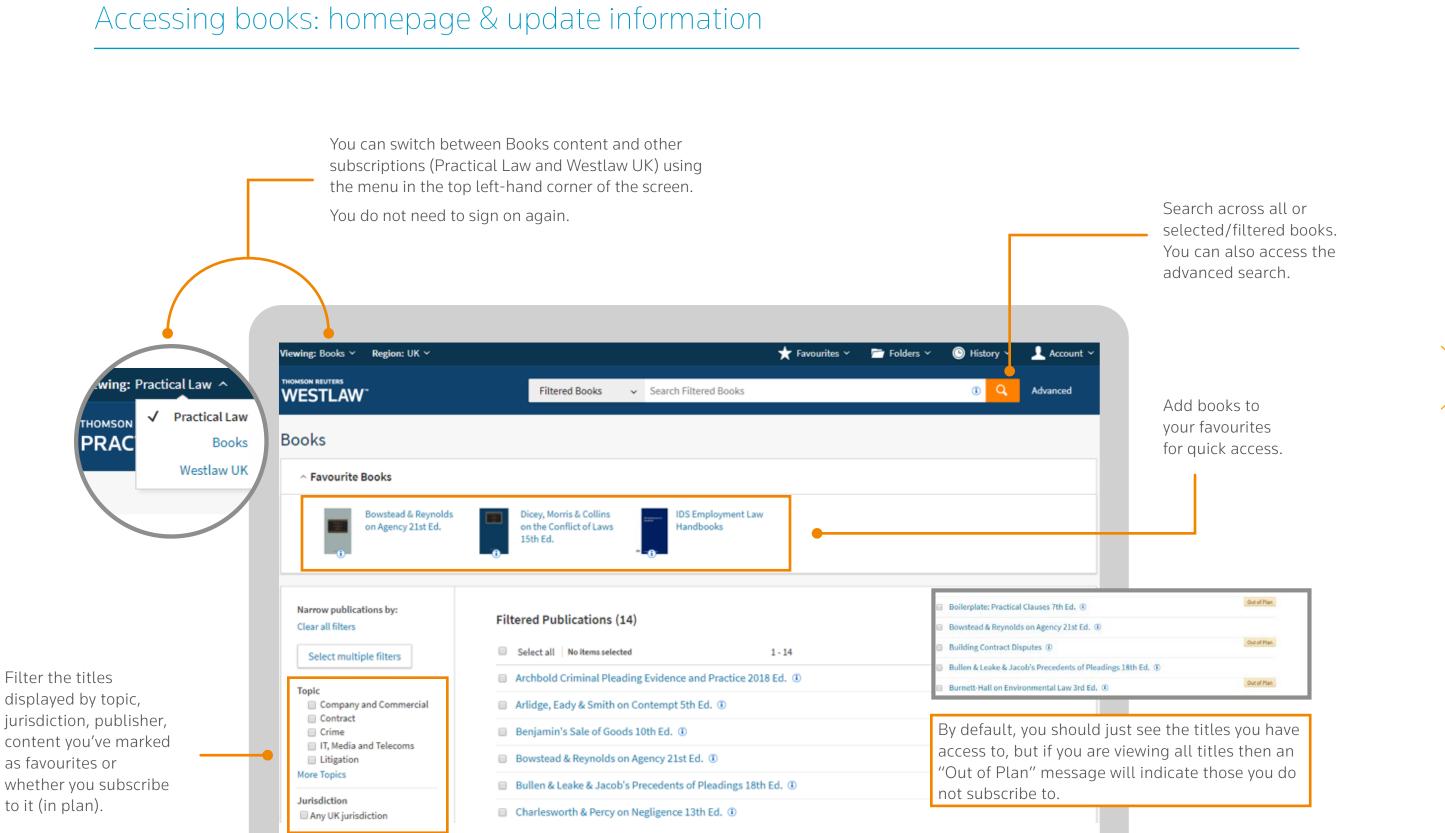
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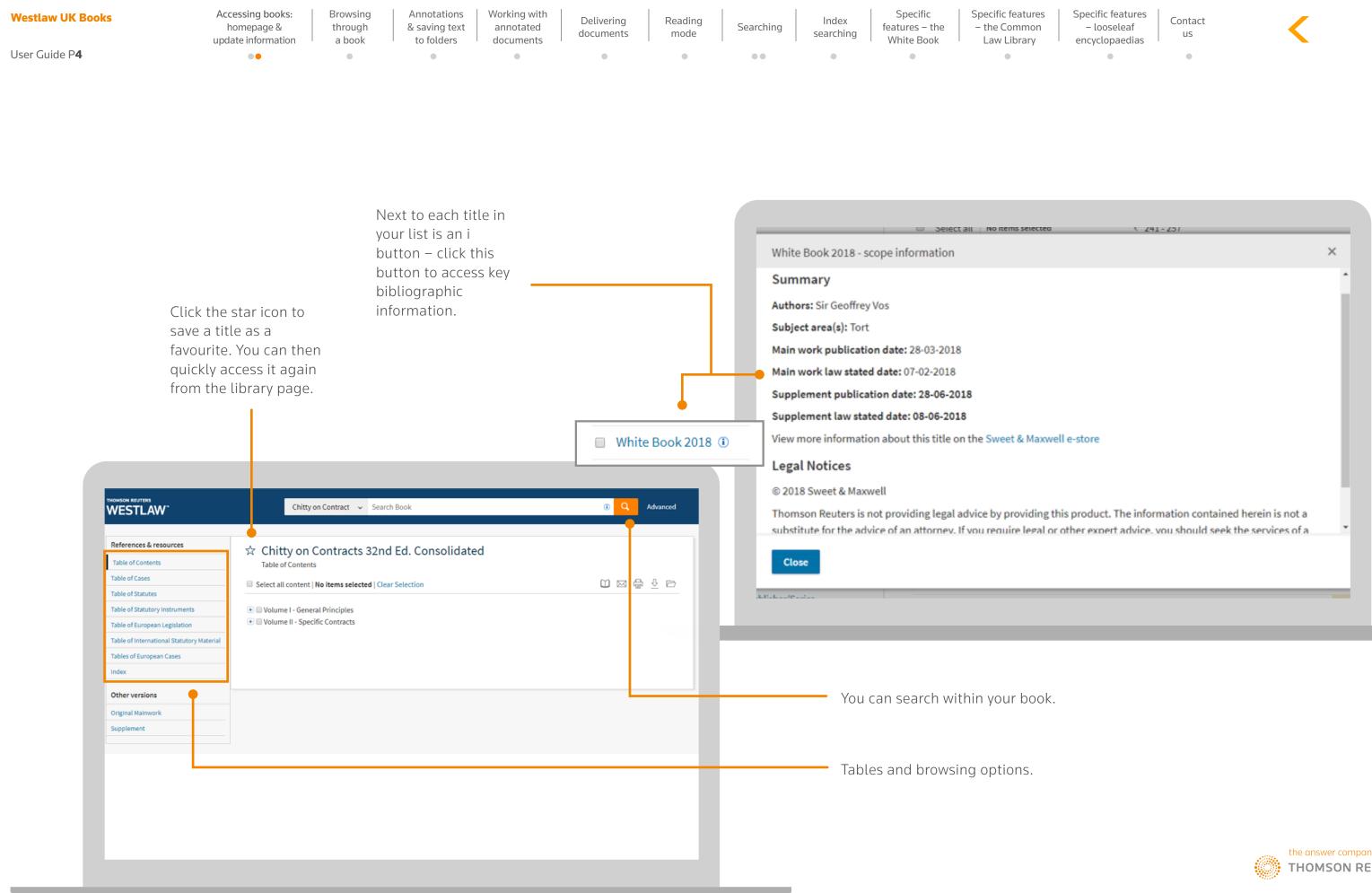
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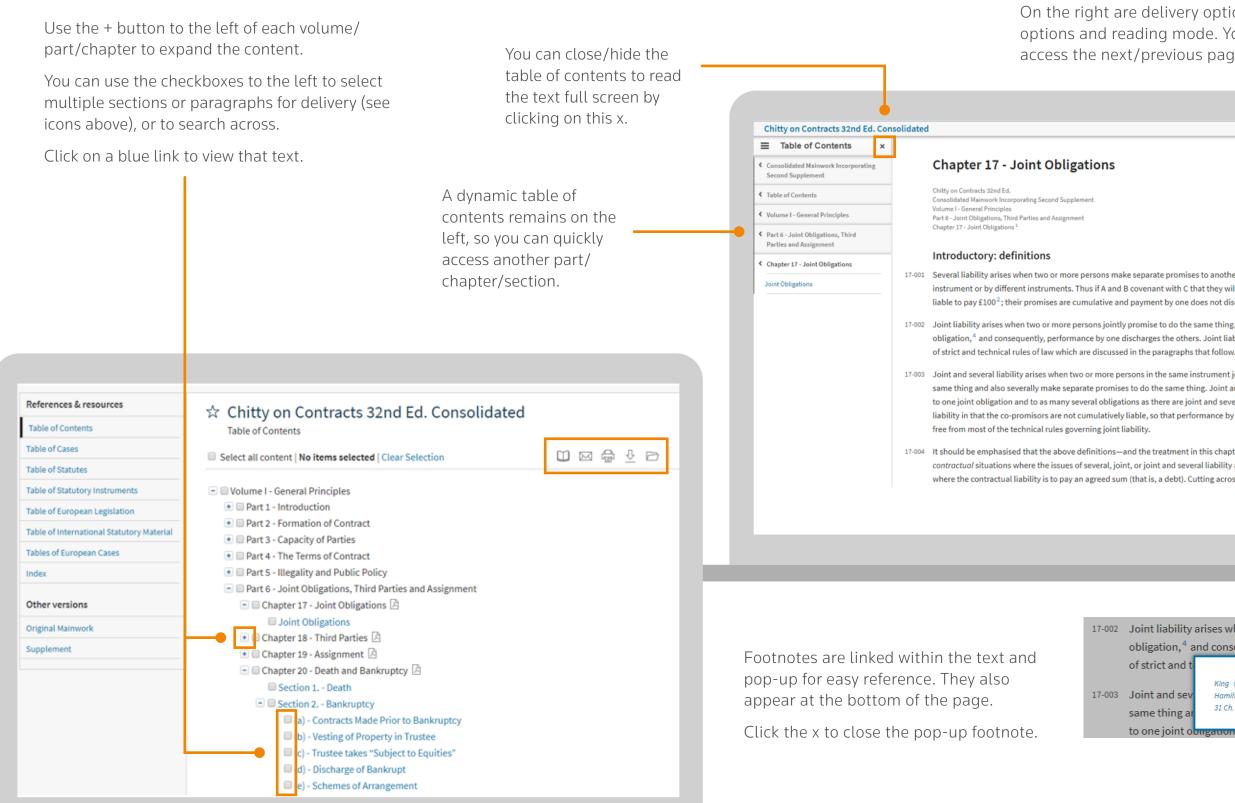


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Browsing through a book



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On the right are delivery options, annotations options and reading mode. You can also access the next/previous page.

17-001 Several liability arises when two or more persons make separate promises to another, whether by the same instrument or by different instruments. Thus if A and B covenant with C that they will each pay him £100, each is liable to pay £100²; their promises are cumulative and payment by one does not discharge the other.³

17-002 Joint liability arises when two or more persons jointly promise to do the same thing. There is only one obligation,⁴ and consequently, performance by one discharges the others. Joint liability is subject to a number

17-003 Joint and several liability arises when two or more persons in the same instrument jointly promise to do the same thing and also severally make separate promises to do the same thing. Joint and several liability gives rise to one joint obligation and to as many several obligations as there are joint and several promisors. It is like joint liability in that the co-promisors are not cumulatively liable, so that performance by one discharges all; but it is

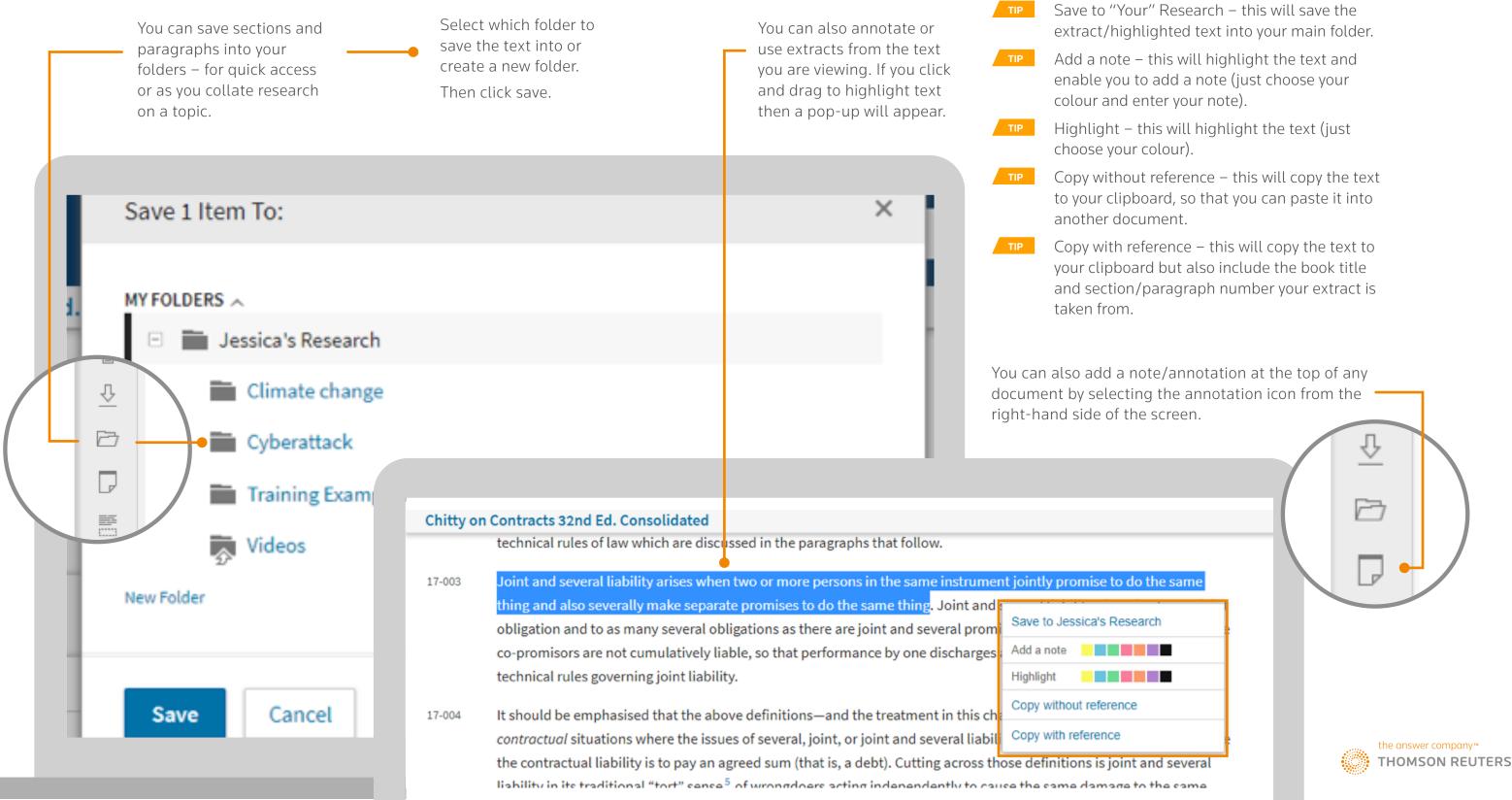
17-004 It should be emphasised that the above definitions—and the treatment in this chapter—focus on the standard contractual situations where the issues of several, joint, or joint and several liability arise. Particularly in mind is where the contractual liability is to pay an agreed sum (that is, a debt). Cutting across those definitions is joint

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Annotations & saving text to folders





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Working with annotated documents

When viewing a document you have innotated, you can see how many innotations there are by looking at the icon on the right (here there are 2). You can click his icon to show/hide your annotations. You can also deliver documents with or without annotations. When you click the relevant icon for each delivery method (print, orgail or documents)	2		choose "delete highlig Joint and several liability same thing and also sever to one joint obligation an liability in that the co-pro free from most of the tech When you access your	arises when two or more persons in the same instru- rally make separate promises to do the same thing. d to as many several obligations as there are joint a omisors are not cumulatively liable, so that performa hnical rules governing joint liability. r folders, you can see any do you have saved. You will als
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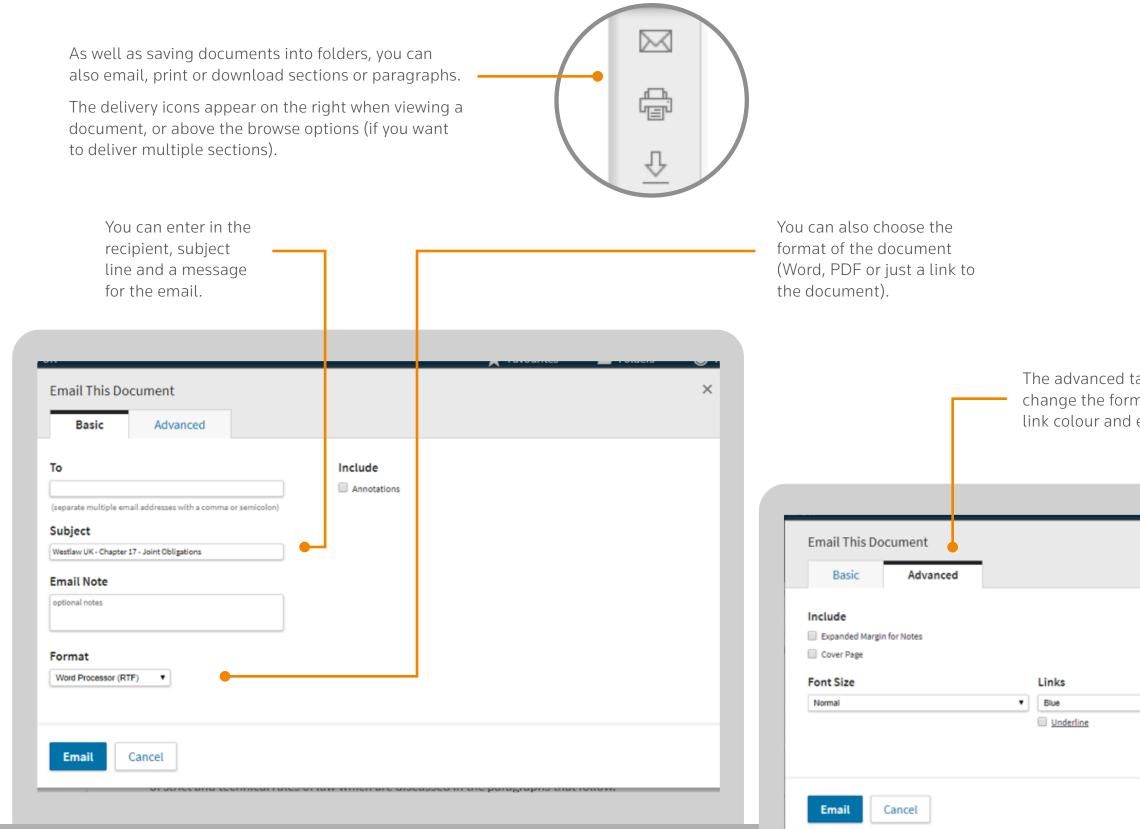
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Delivering documents



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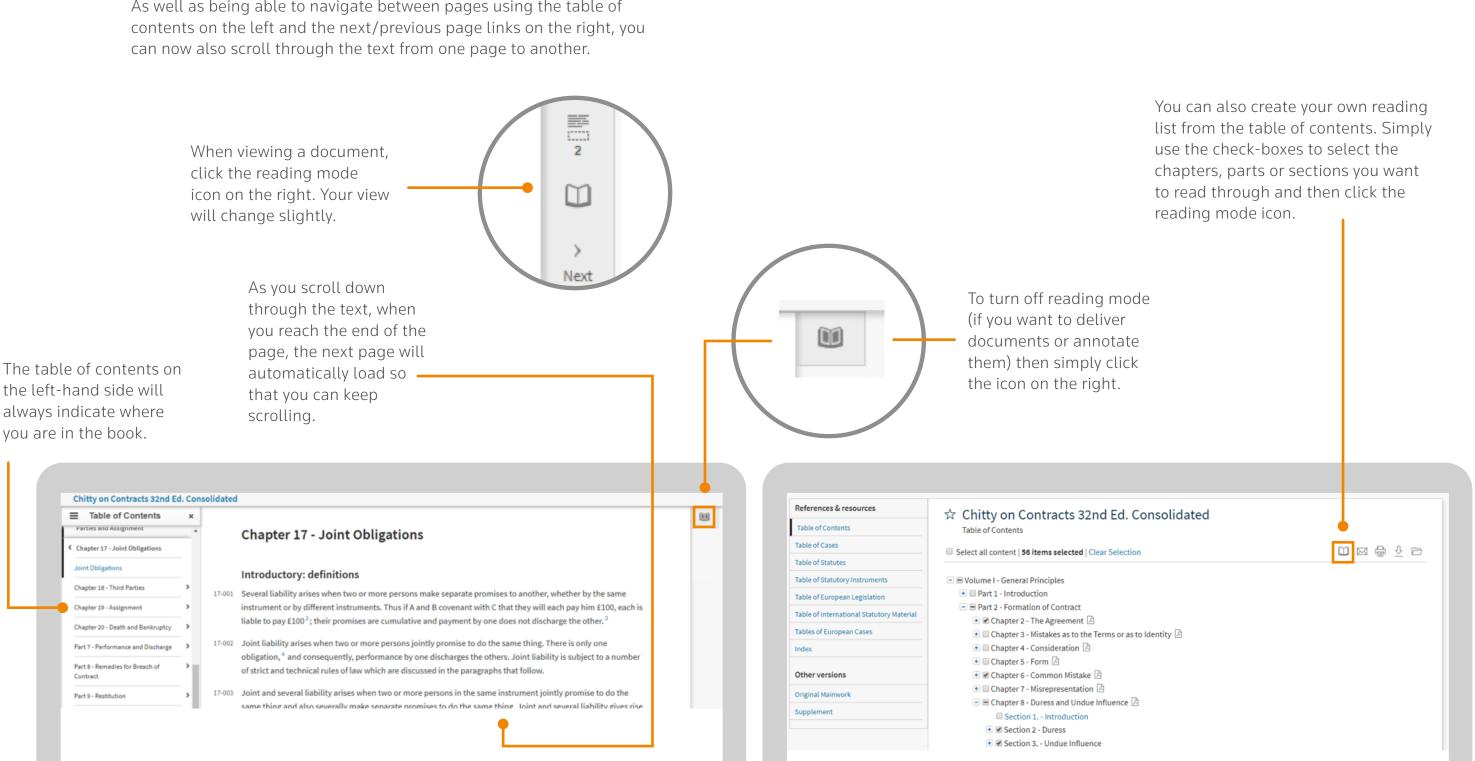
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Reading mode

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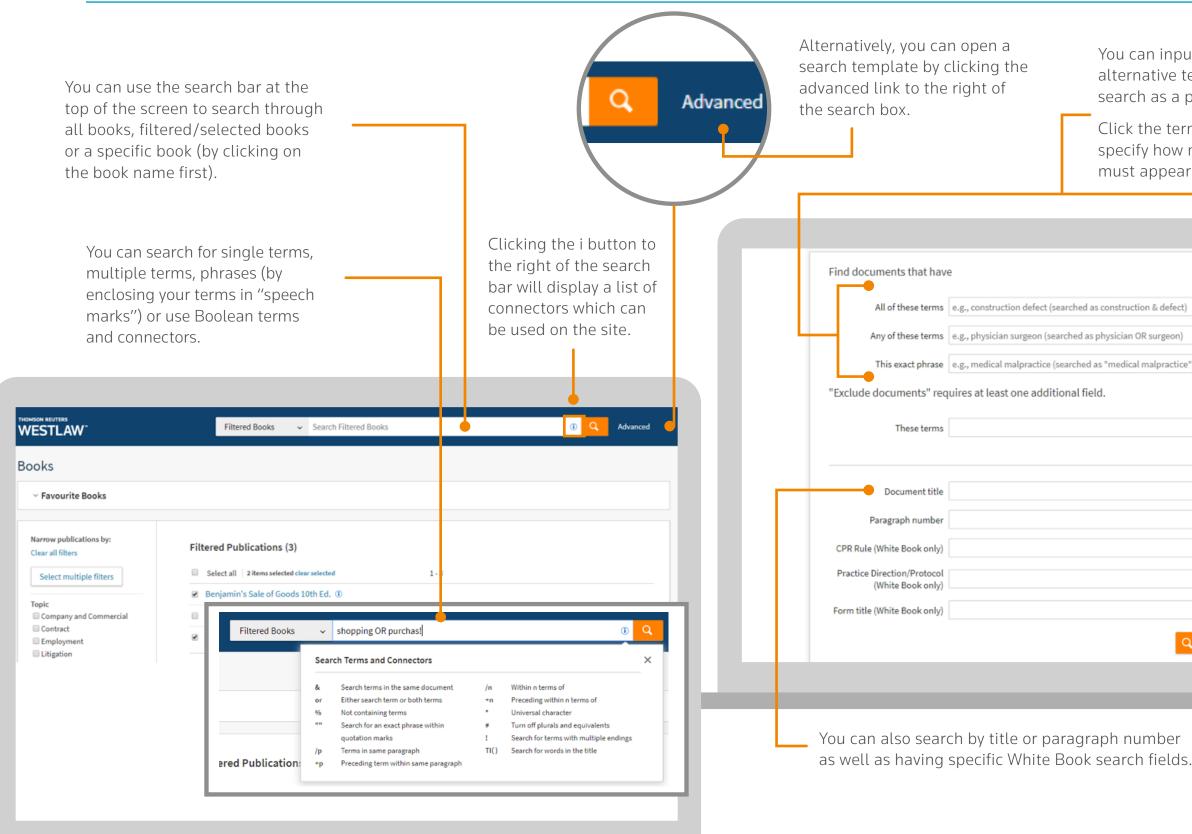
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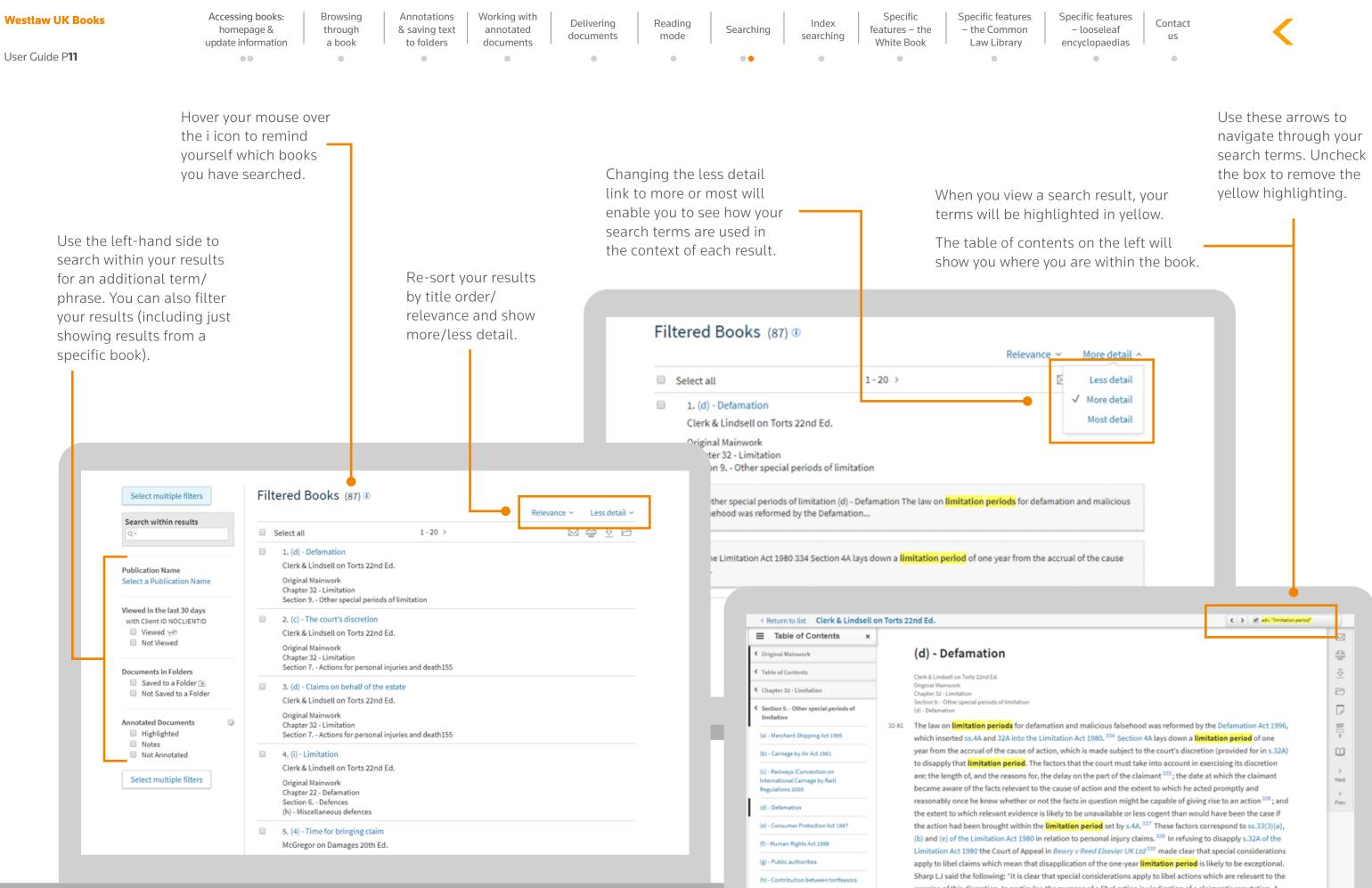
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Searching



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exercise of this discretion. In particular, the purpose of a libel action is vindication of a claimant's reputation. A

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Index searching

As well as searching across the text of the book, you can also browse and search the index of a title (if available).

You can quickly access the index from the references & resources section of a title's home page. You can search for words or phrases in the keyword finder (please enclose your phrase in speech marks).

Simply click the green highlighted terms within the keyword finder pop-up to be taken straight to that entry in the index.

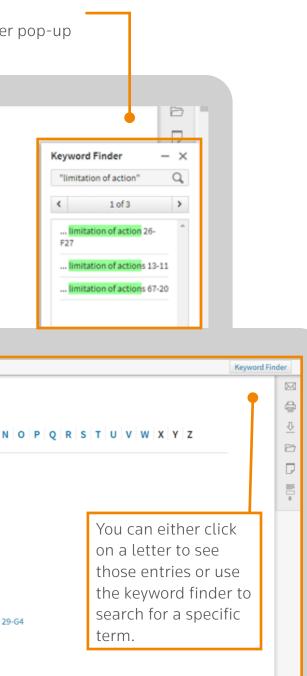
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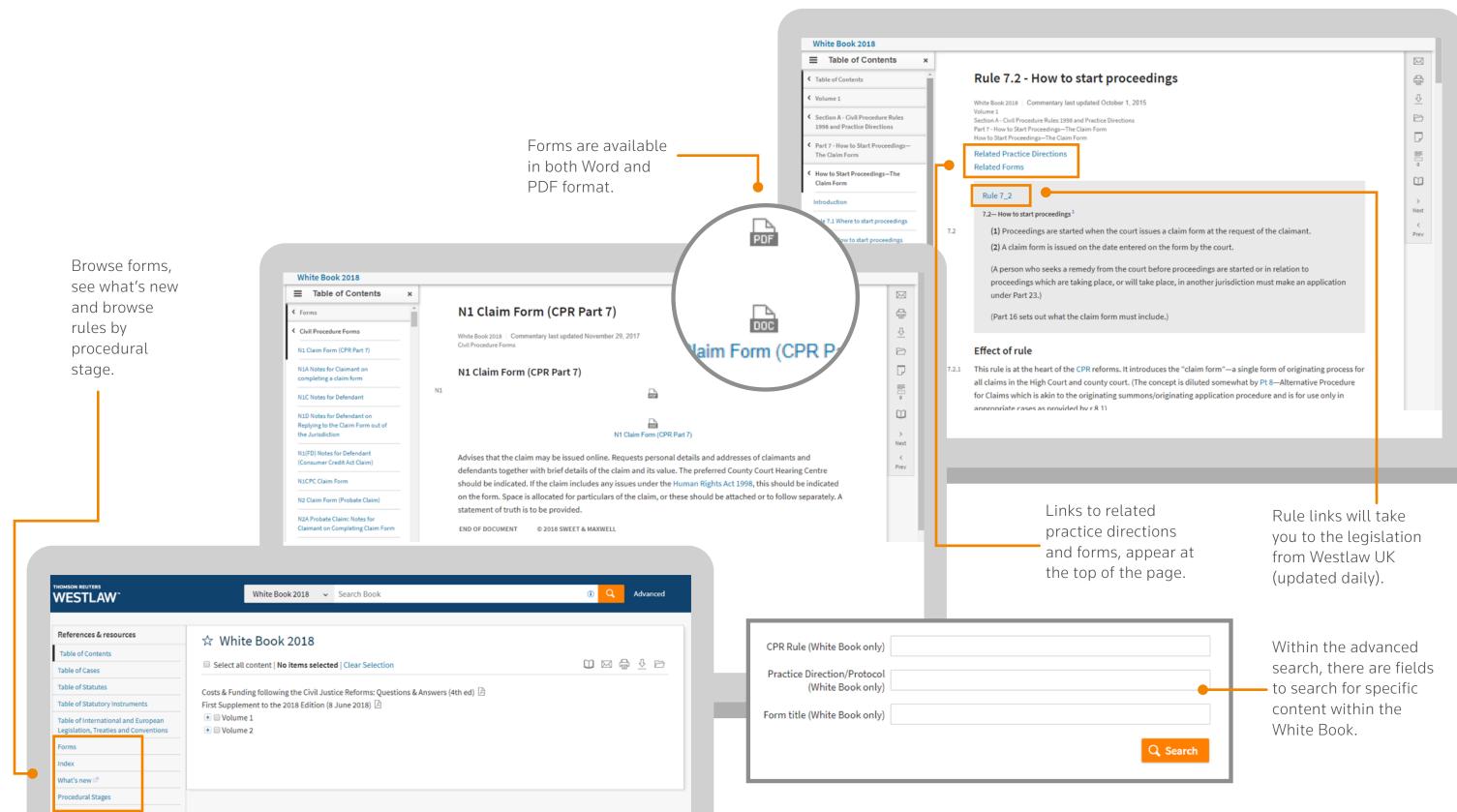






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Specific features – the White Book



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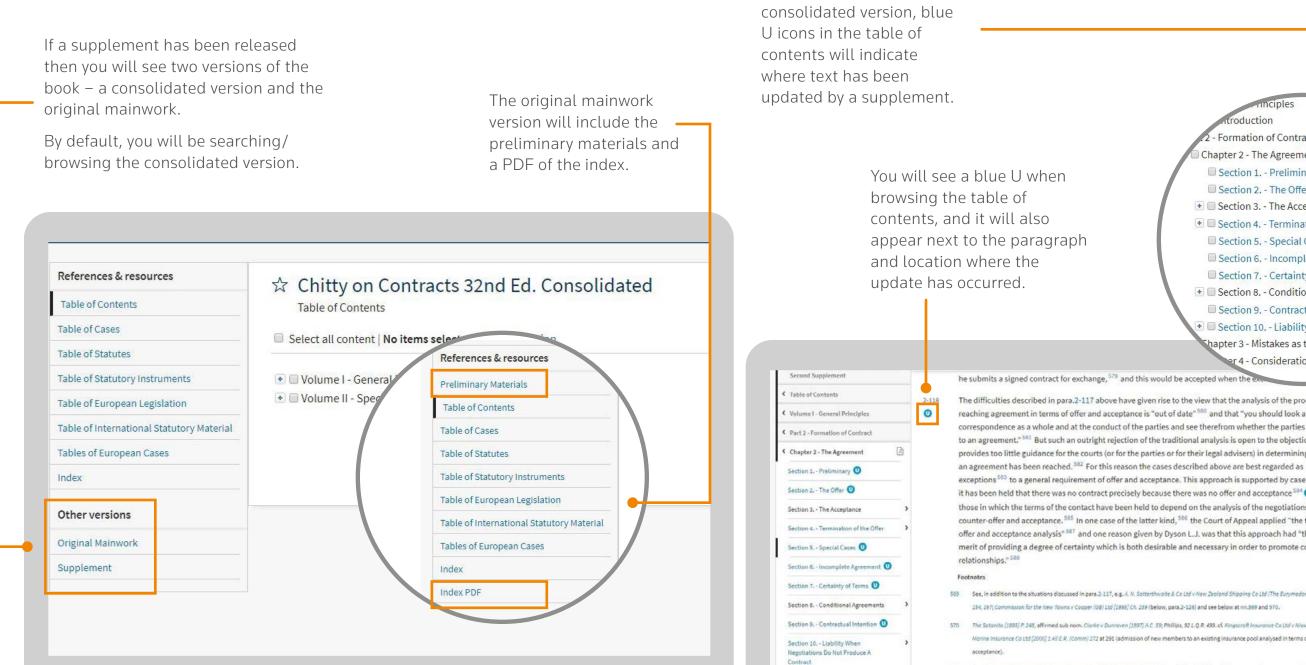
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Specific features – the Common Law Library



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571 See Artistic Uphalstery Ltd v Art Forma (Furniture) Ltd [1999] 4 All E.R. 277, 285; though breach of the rules by one member may not, on their tru construction, be actionable in damages at the suit of another: Anderton v Rowland, The Times, November 5, 1999. For the question whether a me of an unin propriated association is liable to a person outside the association on contracts made on behalf of the association, see belo

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The difficulties described in para.2-117 above have given rise to the view that the analysis of the process of reaching agreement in terms of offer and acceptance is "out of date" 580 and that "you should look at the correspondence as a whole and at the conduct of the parties and see therefrom whether the parties have come to an agreement." 581 But such an outright rejection of the traditional analysis is open to the objection that it provides too little guidance for the courts (or for the parties or for their legal advisers) in determining whether an agreement has been reached. 382 For this reason the cases described above are best regarded as exceptions 583 to a general requirement of offer and acceptance. This approach is supported by cases in which it has been held that there was no contract precisely because there was no offer and acceptance 504 (1); and by those in which the terms of the contact have been held to depend on the analysis of the negotiations into offer. counter-offer and acceptance. 585 In one case of the latter kind, 586 the Court of Appeal applied "the traditional offer and acceptance analysis" 587 and one reason given by Dyson L.J. was that this approach had "the great merit of providing a degree of certainty which is both desirable and necessary in order to promote commercial

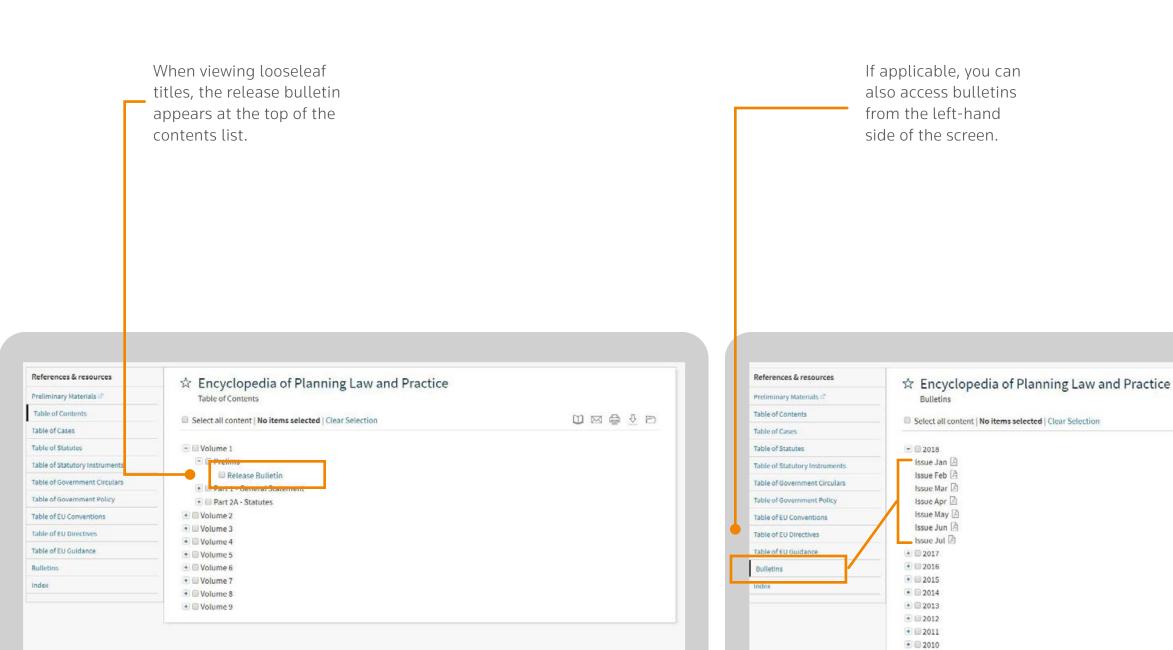
589 See, in addition to the situations discussed in para.2-117, e.g. A. N. Sotterthwoite & Co Ltd v New Zealand Shipping Co Ltd (The Eurymedan) [1975] A.C. 154, 167; Commission for the New Towns v Cooper (08) 215 (1995) Ch. 289 (below, para.2-126) and see below at nn.569 and 570.

Morine Insurance Co Ltd (2000) 1 All E.R. (Comm) 272 at 291 (admission of new members to an existing insurance pool analysed in terms of offer and

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