

LAWS70335 Contract Interpretation

Credit Points:	12.50
Level:	7 (Graduate/Postgraduate)
Dates & Locations:	2013, Parkville This subject commences in the following study period/s: February, Parkville - Taught on campus.
Time Commitment:	Contact Hours: The total class time is between 24 and 26 hours. Total Time Commitment: Not available
Prerequisites:	None
Corequisites:	None
Recommended Background Knowledge:	Applicants without legal qualifications should note that subjects are offered in the discipline of law at an advanced graduate level. While every effort will be made to meet the needs of students trained in other fields, concessions will not be made in the general level of instruction or assessment. Most subjects assume the knowledge usually acquired in a degree in law (LLB, JD or equivalent). Applicants should note that admission to some subjects in the Melbourne Law Masters will be dependent upon the individual applicant's educational background and professional experience.
Non Allowed Subjects:	None
Core Participation Requirements:	The Melbourne Law Masters welcomes applications from students with disabilities. The inherent academic requirements for study in the Melbourne Law Masters are: The ability to attend a minimum of 75% of classes and actively engage in the analysis and critique of complex materials and debate; The ability to read, analyse and comprehend complex written legal materials and complex interdisciplinary materials; The ability to clearly and independently communicate in writing a knowledge and application of legal principles and interdisciplinary materials and to critically evaluate these; The ability to clearly and independently communicate orally a knowledge and application of legal principles and interdisciplinary materials and critically evaluate these; The ability to work independently and as a part of a group; The ability to present orally and in writing legal analysis to a professional standard. Students who feel their disability will inhibit them from meeting these inherent academic requirements are encouraged to contact the Disability Liaison Unit: www.services.unimelb.edu.au/disability/
Contact:	For more information, contact the Melbourne Law Masters office. Email: law-masters@unimelb.edu.au (mailto:law-masters@unimelb.edu.au) Phone: +61 3 8344 6190 Website: www.law.unimelb.edu.au/masters (http://www.law.unimelb.edu.au/masters)
Subject Overview:	<p>The law of contract interpretation is one of the most practically important areas of commercial law. Issues of interpretation occupy a good deal of the time of commercial practitioners and judges. Such issues have been aptly described as the very lifeblood of commercial law. Not surprisingly, therefore, interpretation disputes have become the most frequently litigated contract cases in recent years. Their outcome is also notoriously difficult to predict. Time and again judges have disagreed not only on the correct approach but also on such elementary questions as whether particular words have a plain meaning and what is the 'common-sense' or 'commercially realistic' interpretation. This subject, which will also examine the closely related principles concerning formation and rectification of contracts, will seek to shed light on the reasons for such disagreement and discuss the competing approaches to the interpretative task. The lecturer of the subject has taught and written extensively in the area.</p> <p>This subject will examine the principles governing the interpretation of commercial contracts, as well as the closely related principles concerning formation and rectification of contracts.</p> <p>Principal topics through a series of case studies will include:</p> <ul style="list-style-type: none"> # The relationship between principles of contract formation and contract interpretation # The objective approach and its limits # The relevance of the parol evidence rule

	<ul style="list-style-type: none"> # The status of the plain meaning 'rule' # The effect and implications of Lord Hoffmann's fundamental restatement in the Investors Compensation Scheme case and the reception of this restatement by the courts in Australia and New Zealand # The equitable remedy of rectification # The admissibility of prior negotiations and subsequent conduct as aids to interpretation # The differences between the common law principles of contract interpretation and those contained in important international instruments such as the United Nations (UN) Convention on Contracts for the International Sale of Goods, the Unidroit Principles of International Commercial Contracts and the Principles of European Contract Law.
Objectives:	<p>A student who has successfully completed this subject should have:</p> <ul style="list-style-type: none"> # In-depth knowledge and understanding of the law relating to written contracts and their interpretation # Been introduced to a wide range of commercial contracts and the kind of contractual disputes that most frequently come before the courts # Developed an ability to compare and evaluate alternative approaches to interpretation # Gained further insights into the nature of the judicial process.
Assessment:	Prescribed assignment (100%) (27 March)
Prescribed Texts:	Core subject materials will be provided free of charge to all students. Some subjects require further texts to be purchased. Visit the Melbourne Law Masters website for more information about this subject.
Breadth Options:	This subject is not available as a breadth subject.
Fees Information:	Subject EFTSL, Level, Discipline & Census Date, http://enrolment.unimelb.edu.au/fees
Links to further information:	http://www.law.unimelb.edu.au/subject/LAWS70335/2013