

Intention in Contract Formation

by
Dr. Stephen Hall,
LLB (Qld), LLM (Hons) (UTS),
DPhil (Oxon),
Professor, Faculty of Law,
Fellow, C.W. Chu College,
The Chinese University of Hong Kong



Professor Stephen Hall is a legal scholar in Hong Kong who has eighteen years' experience teaching Hong Kong contract law at both The Chinese University of Hong Kong (CUHK) and City University of Hong Kong (CityU). He has received numerous awards for teaching and research. Among his publications are Law of Contract in Hong Kong: Cases and Commentary (6th ed., LexisNexis, 2019), Ho and Hall's Hong Kong Contract Law (5th ed., LexisNexis, 2019), and the 'Contract' title in Volume 18 of Halsbury's Laws of Hong Kong (2nd ed., LexisNexis, 2020, 2018, 2015, 2012, and 2007 reissues). Professor Hall founded the Juris Doctor programmes at both CUHK and CityU. Prior to arriving in Hong Kong, he taught for six years at the University of New South Wales after a decade in legal practice with the Australian Attorney-General's Department. Professor Hall received his Bachelor of Laws degree at the University of Queensland, a Master of Laws degree with first class honours at the University of Technology Sydney, and a Doctor of Philosophy degree as a Commonwealth Scholar at the University of Oxford (Oriel College).

Among the 'three pillars' of contract formation, and the one least commonly discussed and understood, is the requirement that the parties must have intended to establish contractual relations. This means that the parties must have intended that their agreement would be legally enforceable in the event of breach. Absent such intention, an agreement is contractually void.

This course will examine: the historical and functional role of intention in the wider scheme of contract formation, the presumption against contractual intention in domestic and social agreements, the presumption in favour of contractual intention in commercial agreements, intention as a marker distinguishing letters of credit from contracts of guarantee.

This course will cover the followings:

- Historical and functional context of contractual intention
- Domestic agreements and presumption against intention
- The 6 factors relevant to rebutting the presumption against intention
- Commercial agreements and the presumption in favour of intention
- Modes of rebutting the presumption in favour of intention, including 'subject to contract'
- Intention, letters of comfort, and contracts of guarantee

Scan to Calendar



Code:	EVT000000328	Level:	Intermediate
Date:	22 October 2020 (Thursday) (Amended)	Language:	English
Time:	14:30 - 17:45 (Reception starts at 14:00)	Accreditation(s):	LSHK 3.0 CPD Points
Venue:	Online via Zoom	Request for Rerun:	Please Contact Us for Details



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