

## **E-commerce in Vanuatu:**

### **Can contract law accommodate for new technology?**

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#### **1. Introduction**

E-commerce is a recent phenomenon in the world of business. It represents the most radical force of change that nations have encountered in commerce since the industrial Revolution. On a worldwide scale, the number of businesses and individuals turning to electronic commerce is overwhelming and it is estimated that this number will continue to increase in the next 5 years. Many Governments support this development and to ensure that this technology is effectively used, laws are passed to regulate its use. To date, the US, Australia, NZ and the European Union have passed such laws.

Vanuatu is a former French and English Condominium located in the South West Pacific. The legal system is predominantly based on the English legal system and most commercial transactions are regulated by the common law of contracts. The introduction of computers, the internet and the information highway is a mixed blessing for Vanuatu. It is a bag of opportunities as well as a sea of troubles for both the entrepreneur and the consumer who want to trade on-line. Electronic commerce raises questions about jurisdiction as well as which law is applicable. The one this paper is focussed on is whether contracts law is adequate to deal with the issues raised by e-commerce or if not how should legislation intervene?

#### **2. What is e-commerce?**

E-commerce is short for electronic commerce. As its name suggests, e-commerce involves the conducting of commercial transactions through electronic media. For a broad definition, e-commerce includes transactions effected through any electronic means such as facsimile, telex and telephone. Today, the term

is restricted to trade and commercial transactions involving computer to computer communications. [1] Electronic communications take place either through a 'closed' or 'open' network. A closed computer network system is one that is closed to the public with easily identifiable users. Examples include debit cards, credit cards and electronic data interchange (EDI). On the other hand, an open system is one that is open to the public with multiple users. An example is the internet. In this paper the restricted definition of e-commerce will be used (i.e. computer to computer communications) and analysis will be on an open system of electronic communication (i.e. the Internet).

### 3. A Brief history of e-commerce

E-commerce is a fairly recent mode of conducting commerce. Its history can be traced back to the birth of the Internet in the 1960s. The Internet was originally developed as a way of sharing current results of military research sponsored by the US government. The concept was first described by J.C.R Licklider of MIT in 1962 and developed by DARPA (Defense Advanced Research Projects Agency) [2] and for some time the technology was confined to the military.

In the 1980s however, businesses learned about the new technology and started funding research into the hardware and software. This research developed systems that are used by industry, universities and eventually commerce. Online companies and trading (and hence e-commerce) only gained momentum in the middle of the 1990s. Among the first of these entrepreneurs are Amazon and Yahoo. [3] Over the past few years, the quantity of e-commerce has increased a thousand folds. In 1999, in the US alone, the value of business-to-consumer electronic commerce is estimated at some \$8 billion and predicted to increase to 108 billion over the next five years. That is however small compared to business-to-business transactions, which is estimated at \$43 billion and expected to increase to \$1.3 trillion in 2003.

### 4. Applicable law in Vanuatu

At the point of writing this paper, there is no specific legislation regulating e-commerce. Like any other form of commercial transactions, the law of contracts regulates e-commerce. The law of contracts has been developed in the UK over centuries through the practices of traders, court decisions, and statutory reforms. It is part of the English common law and applied to Vanuatu pursuant to Art 93 [2] of the 1980 Constitution. Art 93 [2] of the Constitution provides that British common laws existing at Independence may be applied until revoked by Parliament. The British common law is applied as existing laws at the time of independence and continues to apply until today. [5] In Vanuatu, there is no cut-off-date for common law and equity. [6] Paterson further argues that this indicates that there should be no cutting off of common law and equity, and they should continue to apply unless radically inconsistent with local circumstances. [7]

Certain English statutes, which amend the rules of contract also apply to Vanuatu. These include the *Statute of Frauds 1677* UK, The *Law of Property Act 1925* (UK) and the *Law Reform (Enforcement of Contracts) Act 1954* (UK). The effects of these laws will be fully discussed in 7 below.

In any case, the fundamental principles of contract law continue to apply in Vanuatu and the courts draw heavily on the English common law.

## **5. Methods of contracting on-line**

In e-commerce, a contract is usually effected on-line. An on-line contract is formed when two or more parties reach an agreement by electronic means. Contracts can be effected by two ways on line. First an offer and acceptance can be made through email. Second, the offer and acceptance can be reached through a website. Nevertheless, the principles applicable to the making of an on-line contract are no different from those formed orally or in writing. An on-line contract should therefore exhibit the traditional hallmarks of intention to create legal relations, offer, acceptance, consideration, and certainty of subject matter. [8]

The major difficulty with contracting on-line is not identifying legal principles but applying them to new technology. In Vanuatu, contract law can regulate most issues involved in e-commerce. The few inadequacies highlighted will be discussed in below. However, where changes need to be made (such as enacting legislation), care has to be taken so that the underlying principles on which business is conducted are preserved. [9]

## **6. The contractual issues**

### **6.1. Intention to create legal relations**

This is the intention that one will be legally bound by entering into an agreement. Without such an intention, the agreement would not be legally enforceable. [10] In commercial dealings there is a strong presumption that parties have the requisite intention to be bound. [11]

Obviously, where there is communication between natural persons, intention can be ascertained by interpreting the communications exchanged or the conduct of the parties. Where there is a person-to-person communication on line (whether by email or through the web page), the words used could be analyzed to ascertain whether the requisite intention exists. In this case, the normal test of facts can be used. [12]

A difficult situation however arises where a computer is programmed to accept offers when certain information is received (programmed intention). In this situation, this is what happens:

1. A decision is made by a human being to program the computer to respond in a particular way
2. A human being (the programmer) then programs the computer to respond in the way requested
3. The computer, when faced with a set of circumstances fed in its memory will respond mechanically [13]

In this situation, the user is synonymous to a principle and the computer to an agent. A problem arises where a technical malfunction rendered the action by the computer totally inconsistent with the true instructions given by the principal. Here the principle would escape liability by two arguments:

- (a) I do not have the requisite intention because the computer had acted contrary to my intention. It had ceased to be my agent.
- (b) I do not have the requisite intention because the act was radically different from what was intended.

This situation creates a possibility for fraud and generates unsatisfactory results for bona fide contractors.

A feasible solution to this is that suggested by the United Nations Commission on International Trade Law (UNCITRAL) Model Law on Electronic Commerce. <sup>[14]</sup> This is a model law drafted to assist states that want to enact legislation to regulate e-commerce. It is not an international treaty. It will only have effect when adopted into local legislation.

Section 13 <sup>[2]</sup> of the UNCITRAL Model Law provides that a data message is attributable to a party, if it was sent by that party or an authorized agent of that party, or by an information system programmed to operate automatically. In other words, data messages from the 'electronic agent' would be deemed to come from the principle. Additionally, the addressee would be entitled to regard that message as being what was intended. <sup>[15]</sup>

This approach is suggested for Vanuatu.

## 6.2. Offer

The traditional definition of an offer is:

[An] expression of willingness to contract on specified terms, made with the intention that it shall become binding as soon as the person to whom it is addressed accepts it. <sup>[16]</sup>

The common law does not impose restrictions on the mode of communication used to form contracts. Oral contracts are as binding as written contracts. <sup>[17]</sup> It follows therefore that offers communicated over cyberspace are just as binding.

An offer must however be differentiated from an invitation to treat, which is "a preliminary communication that does not indicate a clear intention to be bound." <sup>[18]</sup>

The distinction between offers and invitations to treat is important for businesses that want to sell, advertise or buy on the internet. A website can be treated as an offer or invitation to treat depending on the words used. As a general rule, advertisements on a website constitute only an invitation to treat. However, where the advertiser gives sufficient detail and demonstrates an intention to be bound, it is an offer. <sup>[19]</sup>

In Vanuatu, special precautions must be taken when offering or accepting goods and services on the Internet. Where businesses want to control the identity of its trading partners and quality and the quantity or services, the safe option is to treat the website as an invitation to treat and not an offer. The entrepreneur must therefore make it clear to their website visitors that the owner will not be bound by any communications appearing on the site unless a valid offer was made to them and the owner has communicated its acceptance. <sup>[20]</sup> Consumers who want to accept offers on line must also be aware of this.

### 6.2.1 Revocation of offer

Revocation is a method of terminating an offer. As a general rule, an offer can be revoked any time before acceptance. <sup>[21]</sup> It is a requirement that the notice of revocation must actually reach the offeree. This is the reverse of the postal acceptance rule discussed in 6.3.1 below, which states that acceptance is effective once the message is dropped in the mail.

The case of *Byrne & Co Ltd v Van Tienhoven* [22] demonstrates how the rule operates. The defendants on October 1 posted an offer to sell tinplates to the plaintiffs. This offer reached the plaintiffs in New York on October 11 and they immediately accepted it by a telegram, which they confirm by a letter of October 15. Meanwhile the defendants had on October 8 posted a letter withdrawing their offer, but the letter did not reach the plaintiffs until October 20. The court held that the revocation was invalid since it had not been communicated before the offeree accepted the offer. Notice of the revocation must actually reach the offeree: mere posting will not suffice.

Where notice is sent electronically, the question arises: what constitutes actual notice? Is the offer revoked when a message arrives at the offer's Internet Service Provider (ISP), when the offeree collects his/her mail from the ISP or when the offeree actually reads the notice? [23]

In general, the most likely time for revocation to be effective is when the message "was opened in the ordinary course of business or would have been so opened if the ordinary course of business was followed." [24] The fact that the offeree does not actually read the message at the time it arrives will not prevent the revocation from being effective. [25] This is again a rule of convenience. In the case of emails, this would mean when it arrives at the offeree's ISP. This is the same in the case of website communications, i.e when the message enters the offeree's ISP. One can say that contract law can regulate revocation of offers. Nonetheless, legislation could be introduced to provide clear guidelines.

An approach which is the same as the common law approach is the one suggested in *Article 15* [21] of the UNCITRAL Model law, which states that receipt of a data message occurs when it enters into the addressee's designated information system (in the case above, the offeree's ISP.) Where necessary, Vanuatu can adopt a similar approach.

### 6.2.2 Lapse of time

Where an offer states that it is open for acceptance until a certain day, a later acceptance will clearly be ineffective. [26] In the absence of an express time limit, offers are normally open for a reasonable time. [27] What constitutes reasonable time is a question of fact. A reasonable time in the context of an electronic message may be shorter than conventional post because electronic messages travel fast.

Where there is a delay by the offeror, such delay will not count against the offeree (*Adams v Lindsell*). [28] A problem arises where there is a delay caused by circumstances beyond the control of the offeror (such as a power cut or delay in the communication system). The law on this area is uncertain. [29] Such uncertainty may have commercial significance when the message is an offer to enter into a contract and the delay subsequently enables the offeror to either revoke the offer, or argue that it has lapsed.

This could be resolved by deeming a message to have been received either at the time it was sent, or at the time it would have ordinarily been received but for the circumstances outside the control of the parties. It is contended that the latter approach should be adopted because it is consistent with the time a revocation of an offer was deemed to be effective [30]

### 6.3 Acceptance

Acceptance is a final and unqualified expression of assent to the terms of an offer. [31] Generally, only the person to whom an offer is made can accept it and the offer **must be communicated to the offeree.**

Acceptance must also correspond with the terms of the offer.

### 6.3.1 Postal acceptance Rule

The postal rule is an exception to the general rule that acceptance must be communicated to the offeror. The postal rule states where “the post might be used as a means of communicating the offer, the acceptance is complete as soon as it is posted.” [\[32\]](#)

The origin of the postal acceptance rule can be traced back to 1818 in the case of *Adams v Lindsell* [\[33\]](#) It is based on policy. One important reason is to provide some degree of certainty to an offeree accepting an offer by post. If the general rule relating to acceptance of offers (i.e acceptance must be received by the offeror) is applied, an offeree would never be certain of the existence of a binding contract until the offeror has communicated the receipt of the offeree’s letter of acceptance. It is a rule of convenience.

The postal rule applies only to the conventional postal service. Later, it was interpreted to include telegrams based on the assumption that sending a telegram is analogous to mailing a letter.

Other forms of communication are excluded. Telephones are excluded from the rule [\[34\]](#) because they are instantaneous and hence analogous to face to face communications. Telexes are also excluded based on the same principle. [\[35\]](#) To date there is no detailed judicial analysis on the application of the rule to facsimiles but given the obvious similarities between telexes and facsimiles, it is likely that facsimiles will be excluded from the postal rule as well. [\[36\]](#)

From the above developments, it is arguable that the postal rule will not apply to e-commerce communications. O’Shea & Skeahan have argued that the postal rule doesn’t apply, at least to E-mail communication because e-mail is instantaneous. It is also contended here that the postal rule will not apply to other forms of communications such as web pages because they are instantaneous.

There are considerable delays in computer communications but the same are encountered with telephone and facsimile yet the courts have held that these are instantaneous. Given the decisions on telexes and facsimiles, the courts would likely conclude that computer communications are instantaneous. In the recent case of *Nunin Holdings v Tullamarine Estates*, [\[37\]](#) the courts have demonstrated an unwillingness to extend the principle. Based on the common law development discussed above, the postal rule will not be accepted for electronic communications. An acceptance communicated over the internet will not be effective until it is communicated to the offeror.

This is the same approach taken by the UNCITRAL Model Law. Section 15 [\[2\]](#) of the states that where the addressee has designated a computer system for receiving data, the receipt occurs when the message enters the designated system. [\[38\]](#)

### 6.4 Consideration

Consideration is “the price paid by the promisee for the promisor’s promise.” [\[39\]](#) In common law jurisdictions including Vanuatu, a contract is not binding unless supported by consideration (although an exception exists where the contract is made by deed.) [\[40\]](#) Where the transaction involves businesses, the contract must be supported by something of value such as the promise of a party to provide goods or services, a promise to pay for goods or services or foregoing a benefit. [\[41\]](#) While in conventional

contracts, payment does not have to be in the form of money, in electronic commerce this is usually the case. The substance of consideration is essentially unaffected by the advent of e-commerce. [\[42\]](#)

### 6.5 Certainty of terms of contract

Certainty is also an element necessary for the formation of a contract. The parties must express themselves so that the terms of the contract are certain, at least if the court should be required to interpret the terms.

In *G Scammell & Nephew Ltd v Ouston* [\[43\]](#) the House of Lords held that an agreement to acquire “on hire-purchase” was too vague since there were many kinds of hire purchase agreements in widely different terms so that it was impossible to specify the terms on which the parties had agreed.

Where there is a common custom and trade usage, the court can imply certain terms that have a common usage. [\[44\]](#) In other situations the court can use an objective test of reasonableness to try and ascertain the terms. This is applied in *Hillas & Co. Ltd v Arcos Ltd*. [\[45\]](#) In this case, the court held that the phrase “of fair specification” in a contract for the sale of timber was sufficiently certain.

Where applying an objective test the terms still remain uncertain, the court will render the contract void. On the other hand, where the terms are sufficiently certain, the court would give effect to those terms.

It is therefore submitted, the common law can regulate the element of *certainty of terms*.

## 7. Writing and signature requirements

Under English law, there are certain contracts, which must be evidenced by writing and signed by the person effecting the contract. Under the English *Statute of Frauds* (1677) the following have to be in writing and signed.

- Contracts of guarantee
- Contracts for the sale or other disposition of land
- Contracts made in consideration of marriage
- Contracts not to be performed within one year of their making
- Contracts by an executor or administrator to be responsible for other deceased's death. [\[46\]](#)

The Statute of Frauds was amended by the *Law Reform (Enforcement of Contracts) Act 1954 (UK)* so that only the first two have to be in writing and carry a signature. This would be the case in Vanuatu since the *Enforcement of Contracts Act (1945)* would be applied as a statute of general application. [\[47\]](#)

Other Statutes applicable in Vanuatu such as the *Sales of Goods Act 1893 UK* and *Bill of Exchange Act 1882 (UK)* also require certain transactions to be in writing and carry a signature.

This poses a problem for electronic messages where neither paper nor a written signature is used. Again this area needs legislation to resolve the issue.

The UNCITRAL model law states that where the law requires information to be in writing, that

requirement is deemed to be met by a data message. [48] Where the law requires the signature of a person, such requirement is met where a reliable method of indicating a person's approval is used. [49] The question that follows therefore is what is a reliable method of indicating a person's approval that could be used. In the UK, [50] New Zealand, [51] Australia, [52] and Canada, [53] the answer advanced is digital signatures.

Digital signatures authenticate a document in two ways; by verifying the identity of the signer and verifying that the document was not altered after the sender "signed" it. Digital signatures operate by using asymmetric cryptography. Essentially, messages are encrypted using a private key, which is unique to the sender of the message. The message is unintelligible in its encrypted form and cannot be altered after encryption. The message is then sent to the recipient who decrypts it using the matching public key. [54] Today, powerful encryption technologies are now available to the everyday Internet user and the UNCITRAL is also working on how to legalize such technologies. [55]

## **8. Conclusion**

E-commerce has increasingly become the mode of conducting business. The ease with which business is conducted has attracted an unprecedented number of users. In Vanuatu, e-commerce is not widely practiced but the introduction of computers and the Internet means e-commerce could become an avenue for trading in Vanuatu in the near future.

E-commerce is a new method of conducting trade but the electronic media used is just another medium of communication. The mode of conducting business and the technology are subject to the normal contractual principles of intention to create legal relations, offer, acceptance, consideration, and certainty.

However, in certain areas, the normal contractual principles may not adequately deal with the issues raised by e-commerce. In such a situation, enactment of specific legislation on e-commerce would be beneficial. The UNCITRAL model law on Electronic Commerce provides a model law Vanuatu can use to enact appropriate legislation to deal with e-commerce.

The following are areas that need legislation enacted to effectively regulate:

-Where intention is generated by a computer which is programmed to make or accept offers once particular information is received, legislation must be enacted to deem that a data message is attributable to a party if it was sent by its authorized electronic agent.

-To avoid confusion about the application of the postal rule to electronic communication, legislation must state clearly whether or not the postal rule of acceptance applies.

-To minimize the confusion about what time would lapse for an offer, legislation must be enacted so that a message is deemed to have been received when it would have ordinarily been received but for the circumstances outside the control of the parties.

-Where writing and signature are requirements for certain forms of contract, legislation must be enacted to state that this requirement is deemed to be met when a data message is communicated via a reliable method.

I hope that in this paper, I have demonstrated that contract law can regulate most of the aspects of e-commerce. However as has been suggested, if Vanuatu is to fully participate in e-commerce specific legislation on e-commerce should be enacted. The UNCITRAL Model Law on Electronic Commerce



would be recommended as an appropriate model law.

## **Endnotes**

- [1] Sookman, *Electronic Commerce in Canada and the Law: A survey of the Legal Issues* [1999] International Company and Commercial Law Review: Special Issue. Sweet & Maxwell. p.201
- [2] Leiner et al. 1999. *A Brief History of the Internet*. (visited Feb. 29, 2000) <http://www.isoc.org/internet-history/brief.html>
- [3] Connerty A. *Electronic Commerce: A United Kingdom View*. [1999] International Company and Commercial Law Review: Special Issue. Sweet & Maxwell, p 65
- [4] Connerty A. *Electronic Commerce: A United Kingdom View*. [1999] International Company and Commercial Law Review: Special Issue. Sweet & Maxwell, p 65
- [5] Care, et al (1999) Introduction to South Pacific Law. Cavendish. London, p 69; see chapter 4 on *Received Law*
- [6] The countries in the USP region with specified cut off dates are Cook Islands, Niue, Solomon Islands and Tokelau.
- [7] Care et al (1999) Introduction to South Pacific Law. Cavendish Publishing. London. See chapter 4 on *Received Law* p 73.
- [8] Revill, S. *Current e-commerce issues in New Zealand* (1999) International Company and Comparative Law Review. Special Issue Sweet & Maxwell. London. p 48
- [9] New Zealand Law Commissions report, (1998) *“Electronic Commerce – Part One; A guide to the Legal and Business Community*. Web site <http://www.lawcom.govt.nz/Ecomm/R50chap7.htm>. This report will be used in this essay. In this paper, the analysis made by the New Zealand Law Commission on E-commerce will be drawn upon from time to time. This is because the situations in Vanuatu ( such as the size of business) is comparable to New Zealand than other jurisdictions trying to address e-commerce such as the US, UK and the European Union.
- [10] Beatson, J. (1998) Anson’s Law of Contract 27<sup>th</sup> Edition. Oxford Publishing. New York, p 70
- [11] *Edwards v Skyways Ltd* [1964] 1 All ER 494.
- [12] Ibid
- [13] New Zealand Law Commissions report, (1998) *“Electronic Commerce – Part One; A guide to the Legal and Business Community*. Web site <http://www.lawcom.govt.nz/Ecomm/R50chap7.htm>
- [14] United Nations Commission on International Trade Law. This model law was adopted by a resolution of the United Nations General Assembly in December 1996 to assist States enhance their legislation governing electronic commerce.
- [15] Article 13 (6) UNCITRAL Model Law on Electronic Commerce.
- [16] *Storer v Manchester C.C.* [1974] 1 W.L.R. 1404
- [17] New Zealand Law Commissions report, (1998) *“Electronic Commerce – Part One; A guide to the Legal and Business Community*. Web site <http://www.lawcom.govt.nz/Ecomm/R50chap7.htm>
- [18] *Pharmaceutical Society of Great Britain v Boots Cash Chemists (Southern) Ltd* [1953] 1 QB 410
- [19] *Carlill v Carbolic Smoke Ball Co.* [1893] 1QB 256
- [20] This is also the recommendation made by the New Zealand Law Commission in its paper on E-commerce.
- [21] *Payne v Cave* (1789) 3 Term 148.
- [22] (1880) 5 CPD 344
- [23] New Zealand Law Commissions report, (1998) *“Electronic Commerce – Part One; A guide to the Legal and Business Community*. Web site <http://www.lawcom.govt.nz/Ecomm/R50chap7.htm>

- [24] *Ealehill Ltd v J Needham (Builders) Ltd* [1973] AC 992
- [25] *Tenax Steavship Co Ltd v The Brimmes* [1975] 1 QB 929
- [26] *Ramsgate Victoria Hotel Co v Montefiore* (1886) LR 1 Exch 109
- [27] *Pharmaceutical Society of Great Britain v Boots Cash Chemists (Southern)* 1953 1 AB 410
- [28] New Zealand Law Commissions report, (1998) "*Electronic Commerce – Part One; A guide to the Legal and Business Community*". Web site <http://www.lawcom.govt.nz/Ecomm/R50chap7.htm>
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- [30] *Tenax Steavship Co Ltd v The Brimmes* [1975] 1 QB 929
- [31] Treitel, G. (1995) *The Law of Contract Ninth Edition*. Sweet & Maxwell. London, p 16.
- [32] *Henthorn v Fraser* [1892] 2 Ch at 33 as cited in Kathryn O'Shea & Kylie Skeahan, (1997) *Acceptance of Offers by E-Mail* 13 (QUTLJ) at 248.
- [33] *Adams v Lindsell* (1818) B & ALD 681
- [34] *Entores V Miles Far East Corporations* [1955] 2 QB 327 at 332 in O'shea & Skeahan (1997) at p 252.
- [35] *Brinkibon Ltd v Stahag Stahl mbH* [1982] 1 All ER 293
- [36] O'shea & Skeahan (1997) *Acceptance of offers by E-Mail* 13 (QUTLJ) at 255 at p 255
- [37] *Nunin Holdings v Tullamarine Estates* [1994] 1 VR at 83. This is a New Zealand judgement but still persuasive in Vanuatu.
- [38] This same rule applies to revocation of offers. See discussion on 5.2.1 Revocation of offer above.
- [39] *Williams v Roffey Bros and Nichols (Contractors) Ltd* [1990] 1 All ER 512
- [40] *Hall v Palmer* (1844) 3 Hare 532, *Macedo v Stroud* [1922] 2 AC 330
- [41] *Thomas v Thomas* (1842) 2 AB 851
- [42] The New Zealand Law Commission suggested that the form of the contract is affected, not the substance
- [43] *G Scammell & Nephew Ltd v Ouston* [1941] AC 251
- [44] *Ashburn Anstalt v Arnold* [1989] Ch 1 27
- [45] *Hillas & Co. Ltd v. Arcos Ltd* (1932) 1r7 L.T. 503. The Privy Council in *Cudgen Rutile (No. 2) Ltd v Chalk* [1975] AC 520 later applies this case at 536.
- [46] *Statute of Frauds Act* (1677) UK
- [47] In 1925, The *law of Property Act* (UK) was enacted which requires the transfer of all interests in land to be in writing. In 1954, The *Law Reform (Enforcement of Contracts) Act* 1954 (UK) amended the *Statute of Frauds* (1677) so that the only transactions that need to be in writing are guarantee contracts and land contracts. This is applied as a Statute of general application pursuant to the *High Court of New Hebrides Regulation 1976*.
- [48] Article 6, UNICTRAL Model Law on Electronic Commerce
- [49] Article 7, UNICTRAL Model Law on Electronic Commerce
- [50] In the UK, this could be settled by adopting either the European Directive on Electronic Commerce or the UNCITRAL Model Law on Electronic commerce. Both provide guides to legislation regarding electronic signatures.
- [51] See the New Zealand Law Commissions report, (1998) "*Electronic Commerce – Part One; A guide to the Legal and Business Community*". Web site <http://www.lawcom.govt.nz/Ecomm/R50chap7.htm>
- [52] In Australia, the *Electronic Transactions Bill (1999)* was an attempt to regulate various aspects of electronic commerce, including electronic signatures. Australia has been an active participant in the sessions of the UNCITRAL Working group on Electronic Commerce. The Electronic Transactions Bill (1999) was a move to implement the UNCITRAL model law see Pattison and Macfarlane, *Recent*

*Developments in the Australian E-Commerce Framework* (1999) International Company and Commercial Law Review Special Issue.

[53] In Canada, the *Uniform Electronic Commerce Act* is modeled after the UNCITRAL Model law on Electronic Commerce adopted in 1996.

[54] See New Zealand Law Commission, (1999) “*Electronic Commerce – Part One; A guide to the Legal and Business Community*.” <http://www.lawcom.govt.nz/Ecomm/R50chap7.htm> also Revill, *Current E-Commerce Issues in New Zealand* (1999) International Company and Commercial Law Review Special Issue.

[55] Fitzgerald G, The GST and Electronic Commerce in Australia. (1999) E Law – Murdoch University Electronic Journal of Law. Vol. 6, No. 3. [http://www.murdock.au/elaw/issues/v6n3/fitzgerald63\\_text.html](http://www.murdock.au/elaw/issues/v6n3/fitzgerald63_text.html)

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5. *Cudgen Rutile (No. 2) Ltd v Chalk* [1975] AC 520
6. *Ealehill Ltd v J Needham (Builders) Ltd* [1973] AC 992
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12. *Hillas & Co. Ltd v Arcos Ltd* (1932) 1r7 L.T. 503.
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17. *Ramsgate Victoria Hotel Co v Montefiore* (1886) LR 1 Exch 109.
18. *Storer v Manchester C.C.* [1974] 1 W.L.R. 1404
19. *Tenax Steavship Co Ltd v The Brimmes* [1975] 1 QB 929
20. *Thomas v Thomas* (1842) 2 AB 851
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