The Casebook series provides a comprehensive selection of case law that addresses all aspects of the subject encountered on undergraduate courses. A contract having no contractual allocation of risk and made under the same mistaken assumption may be void for ‘common mistake’ if the mistake is so fundamental that it ‘nullifies’ consent. This is known as ‘initial impossibility’ because the impossibility already exists when the parties agree to the contract. This chapter deals with common mistake and initial impossibility, contractual risk allocation and the theoretical basis for the doctrine of common mistake. It discusses categories of fundamental common mistake, including *res extincta*, and assesses the legal effects of mistakes as to quality made by both parties. The chapter concludes by considering the relationship between common mistake and frustration.
13. Non-agreement mistake

Access to the complete content on Law Trove requires a subscription or purchase. Public users are able to search the site and view the abstracts and keywords for each book and chapter without a subscription.

Please subscribe or login to access full text content.

If you have purchased a print title that contains an access code, please see the information provided with the code or instructions printed within the title for information about how to register your code.

For questions on access or troubleshooting, please check our FAQs, and if you can't find the answer there, please contact us.