**ELEMENTS OF STANDING:**

[Lujan v. Defenders of Wildlife (90-1424), 504 U.S. 555 (1992)](https://www.law.cornell.edu/supremecourt/text/504/555), the Supreme Court created a three-part test to determine whether a party has standing to sue:

1. The plaintiff must have suffered an "injury in fact," meaning that the injury is of a legally protected interest which is (a) concrete and particularized and (b) actual or imminent
2. There must be a causal connection between the injury and the conduct brought before the court
3. It must be likely, rather than speculative, that a favorable decision by the court will redress the injury.

“respondents need not prove that they are actually or imminently harmed. They need show only a "genuine issue" of material fact as to standing. [Fed.Rule Civ.Proc. 56(c)](https://www.law.cornell.edu/rules/frcp/rule_56" \l "rule_56_c). This is not a heavy burden. A "genuine issue" exists so long as "the evidence is such that a reasonable jury could return a verdict for the nonmoving party [respondents]." Anderson v. Liberty Lobby, Inc., [477 U.S. 242](https://www.law.cornell.edu/supremecourt/text/477/242), [248](https://www.law.cornell.edu/supremecourt/text/504/555), 106 S.Ct. 2505, 2510, 91 L.Ed.2d 202 (1986).

**ELEMENTS OF A CONTRACT: (VOID CONTRACT AB INITIO)**

A contract is an agreement between parties, creating mutual obligations that are enforceable by law. The basic elements required for the agreement to be a legally enforceable contract are: mutual assent,

1. expressed by a valid offer and acceptance; (complete disclosure/mutual understanding)
2. adequate consideration;
3. **capacity;**
4. and legality.

**ELEMENTS OF PROMISSORY ESTOPPEL**:

* an express or implied promise;
* detrimental reliance by the promisee foreseeable to a reasonable person in the promissor's position;
* actual detrimental reliance by the promisee (worsening of their position); and
* for specific performance (as opposed to reliance damages), injustice can only be avoided by enforcing the promise.

**ELEMENTS OF UNJUST ENRICHMENT:**

The elements of this cause of action are:

* conferral of a benefit on another;
* the other's knowledge of the benefit;
* the other's acceptance or retention of the benefit;
* circumstances requiring the other to pay the fair value for the benefit to avoid inequity.
* [*Britton v. Turner*](https://en.wikipedia.org/wiki/Britton_v._Turner), 6 N.H. 481 (1834) an employee who left work on a farm after nine months, but had contracted to be paid $120 at the end of one year, was entitled to receive some payment ($95) even though the contract was not completed.

**ELEMENTS OF FRAUDULENT MISREPRESENTATION (CANCEL CONTRACT)**

**See: Derry** *v* **Peek** where it was stated that fraudulent misrepresentation is a false statement that is made: ‘

1. knowingly, or
2. (ii) without belief in its truth, or
3. (iii) recklessly as to whether it be true or false.’

It is possible that Paul made his statement recklessly and that the statement will therefore amount to fraudulent misrepresentation. Alternatively, it was undoubtedly made negligently and would amount to negligent misrepresentation both under statute and under common law. Fraudulent

and negligent misrepresentation both give rise to a right to damages.

***Derry v Peek*** [1889] UKHL 1 is a case on English contract law, fraudulent misstatement, and the tort of deceit.

*Derry v Peek* established a 3-part test for fraudulent misrepresentation,[1] whereby the defendant is fraudulent if he:

(i) knows the statement to be false,[[2]](https://en.wikipedia.org/wiki/Derry_v_Peek#cite_note-2) or

(ii) does not believe in the statement,[[3]](https://en.wikipedia.org/wiki/Derry_v_Peek#cite_note-3) or

(iii) is reckless as to its truth.

* [*United States v. Spearin*](https://en.wikipedia.org/wiki/United_States_v._Spearin), 248 U.S. 132 (1918) superior knowledge of US government
* [*Helene Curtis Industries, Inc. v. United States*](https://en.wikipedia.org/wiki/Helene_Curtis_Industries,_Inc._v._United_States) (160 Ct. Cl. 437, 312 F.2d 774 (1963) the [superior knowledge doctrine](https://en.wikipedia.org/wiki/Superior_knowledge_doctrine) gives the US government a duty of disclosure
* [*Laidlaw v. Organ*](https://en.wikipedia.org/wiki/Laidlaw_v._Organ) 15 U.S. 178 (1817), on caveat emptor
* [*Obde v. Schlemeyer*](https://en.wikipedia.org/w/index.php?title=Obde_v._Schlemeyer&action=edit&redlink=1) 56 Wash 2d 449, 353 P2d 672 (Supreme Court of Washington, 1960) termite infested house not revealed to buyers. Even though no questions asked, seller still liable for failure to disclose.
* [*Smith v. Bolles*](https://en.wikipedia.org/wiki/Smith_v._Bolles), 132 U.S. 125 (1889) damages for misrepresentation of share sale did not entitle the buyer to get money as if the representation were true

### Privity

Under the principle of privity, a person may not reap the benefits or be required to suffer the burdens of a contract to which they were not a party.[[7]](https://en.wikipedia.org/wiki/United_States_contract_law#cite_note-7)

**ELEMENTS OF USURY**

# Usury: Usury is interest that a lender charges a borrower at a rate above the lawful ceiling on such charges; a [contract](https://www.law.cornell.edu/wex/contract) upon the loan of money with an illegally high interest rate as a condition of the [loan](https://www.law.cornell.edu/wex/loan). Usury is also the act of making a loan at such an interest rate; making a loan at a [usurious](https://www.law.cornell.edu/wex/usurious) rate. The [agreement](https://www.law.cornell.edu/wex/agreement), and not necessarily its performance, is what renders a [debt](https://www.law.cornell.edu/wex/debt) usurious.

The three essential elements of usury are:

(1) a loan or [forbearance](https://www.law.cornell.edu/wex/forbearance) of money,

(2) an agreement for a return of the money in all events; and

(3) an agreement to pay more than the [legal](https://www.law.cornell.edu/wex/legal) rate of interest for its use.

Usury is usually defined by state [statutes](https://www.law.cornell.edu/wex/statute).

**THE SUPERIOR KNOWLEDGE DOCTRINE**

The **superior knowledge doctrine** is a principle in United States contract law which states that the government must disclose to a contractor any otherwise unavailable information that is vital to contract performance. It is also referred to as "the Helene Curtis doctrine of superior knowledge.[[1]](https://en.wikipedia.org/wiki/Superior_knowledge_doctrine#cite_note-claims-1)[[2]](https://en.wikipedia.org/wiki/Superior_knowledge_doctrine#cite_note-update-2)

In order to recover under the superior knowledge doctrine, a contractor must prove each of the following elements:

1. The contractor undertook to perform the contract without vital knowledge of a fact directly affecting performance, cost, or duration of the contract.
2. The government was aware that the contractor had no knowledge of the information, and that the contractor had no reason to attempt to obtain this information.
3. A contract specification that the government supplied to the contractor misled the contractor, or failed to put the contractor on notice to inquire more.
4. The government failed to provide the relevant information.[[1]](https://en.wikipedia.org/wiki/Superior_knowledge_doctrine#cite_note-claims-1)[[2]](https://en.wikipedia.org/wiki/Superior_knowledge_doctrine#cite_note-update-2)[[3]](https://en.wikipedia.org/wiki/Superior_knowledge_doctrine#cite_note-3)