In this paper, I will examine one element of a wider discussion on the harmonisation and globalisation of commercial law as a response to the development of electronic commerce.

Over the past decade, we have seen many developments at a regulatory level associated with electronic commerce which have impacted on the body of law we know as ‘commercial law’. However, there are also implications for a more fundamental element of commercial law: common law and in particular the law of contract.

By way of illustration, in this paper, I re-examine some generally accepted analyses of the contractual process and potential applications of common law doctrine to the electronic environment. In so doing, a number of alternative arguments are considered in relation to pricing errors on websites and questions of contractual liability.

It is argued that the analysis of these situations may not be as straightforward as it may first appear, if the courts’ fundamental approach to contract formation is considered and applied to the e-commerce context. Recent case law may also provide support for the suggestion that the courts are as willing as ever to rely on the flexibility of common law doctrine and the fundamental principles of contract law in order to obtain sensible or ‘just’ results.

It is concluded that such an approach may indicate an increasing need for clarity and harmony in this contentious area and that perhaps recent attempts to revive the harmonisation of European Contract Law and instruments such as the United Nations’ Convention on the Use of Electronic Communications in International Contracts may ultimately lead the way.