

# The case is balfour v balfour essay sample

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The agreements are reached by family members or spouses cannot be lawfully operated. The case is Balfour v Balfour. At the time that they travelled to England, Ms. Balfour unfortunately felt unwell then the doctor said she should stay in England until she recuperated. Meanwhile, Mr. Balfour promised to provide her £30 per month until she recovered. Later, due to the separation, Mr. Balfour stopped providing £30. Could Ms. Balfour claim for the promise? Since this agreement reached the domestic agreement, Mr. Balfour did not need to deal with the responsibility after the separation. Therefore, the agreement cannot be established.

In most situations, the agreements between spouses are non-valid contract. The case is Cohen v Cohen. Before they got married, Mr. Cohen had accepted to pay £100 for Ms. Cohen's dress allowance per year. The amount of money was paid by four times per year. After divorcing, Mr. Cohen stopped paying for the allowance. Could the commitment be seen as an intention to establish a legitimate contract? The tribunal adjudicated that contract was not enforceable since the defendant had made the discussion before they got married and he did not need to take the responsibility afterward.

For some exceptional situations, the intention legally enforces if they provide enough evidences. Merritt v Merritt is the case. The defendant and plaintiff jointly owned a house. The parties divorced and there was a contract was in writing that if Ms. Merritt was done the mortgage payment of the house, Ms. Merritt later owned the house. However, when Ms. Merritt completed, he rejected to transfer the house. Had this contract been invalidated? The marriage had ended when Mr. Merritt moved out with his lover. As well as <https://assignbuster.com/the-case-is-balfour-v-balfour-essay-sample/>

the agreement was in writing. Therefore, the tribunal judged that the contract validated.

The judges presumed that the contract is legally created by the intention in commercial or business transactions. *Esso Petroleum Ltd v Commissioners of Customs and Excise* is the case. Esso Petroleum created a set of commemorative coin as a collective item to maximize their revenue. The automobilists who purchase four gallons of petroleum can get the coin. Unfortunately, the Commissioner of Customs and Excise stated that the coin should be subjected to purchase the tax because the coin was produced in measure for general sale. Was there an intention by offering the coin for automobilists legally enforceable? The intention for promotion was lawfully enforceable as it reached a commercial promises and Esso should subject to purchase tax for the coin.

The contracts which are related to charitable services can be implemented if they have relevant facts and evidences. In the case of *Ermogenous v Greek Orthodox Community of SA Inc*, Ermogenous was invited to be a Head of the Greek Orthodox Church in Australia where he used to be served as archbishop for 23 years. Initially, the community accepted to pay him the accumulated leaves but when Ermogenous completed his job, the community denied the payment. Had the contract of employment been lawfully established? The courts stated that the contract was legally conducted as the minister could benefit from monetary and economic benefit.

The consideration can be an exchange of things, promises or money and it needs to be sufficient as well. Thomas v Thomas is the case. Following Mr. Thomas's wish that Ms. Thomas could stay in his house until she passed away. After Mr. Thomas died, his executors allowed Ms. Thomas to stay in the house with the conditions were that she should pay £1 a year and keep the house in good condition. Could the desire of her husband be seen as a consideration? The wish was not a consideration; however, the contract between Ms. Thomas and the executors consisted of the agreement to pay £1 and keep the house in good condition which was a sufficient consideration.

The promise to finish the works or duties can be considered as the non-valid contract. In the case of *Stylk v Myrick*, at the half way point of the journey, there were two seamen quit the ship. The captain undertook to give the remaining seamen bonus by dividing the salary of the two seamen who left. However, after the ship was sailed safely, the captain rejected to pay them the bonus. Could the remaining sailors receive the bonus based on the captain's promise? The judges held that there was not a sufficient consideration since the initial contract mentioned that the seamen guaranteed to do anything in emergency cases.

Unilateral contract occurs when one party promises to do something if the other party performs well in specific works. *Carlill v Carbolic Smoke Ball Co* is the case. The product 'smoke ball' was made from some certain chemicals to avoid the influenza. To advertise their commodity, the Carbolic Smoke Ball Company paid £100 for anyone who utilized the medicine and followed the instruction but still got the influenza. Although Carlill bought the medicine <https://assignbuster.com/the-case-is-balfour-v-balfour-essay-sample/>

and then used them as instruction, she still got the influenza. Had the exchange been legally enforceable? The tribunal mentioned that the consideration in exchange was sufficient to make an enforceable contract since Carlill carried out instruction.