

Brief a case

Business



number Hamer vs. Sidway Facts William E. Story and William e. story II, his nephew, had an agreement that the uncle would pay an amount of up to five thousand dollars if he, the nephew, would stop using tobacco, drinking alcohol, billiards for money, playing cards and swearing until he attains the age of twenty-one. When William E. Story turned twenty-one, the uncle sent a letter to him and notified him that he had earned his five hundred thousand dollars and he would hold it for him until he is grown enough to use it responsibly. The nephew accepted the terms but after twelve years, the uncle lost his live before transferring the funds to his nephew's account. The nephew assigned Louisa Hamer (P) the funds. P brought suit against the executor of Willian E. Story (the uncle) estate, Franklin Sidway (D). During the judgment, the case was ruled in favor of P but later on appeal reversed in favor of D. P appealed (1967).

Issue

Is mere abstention in regards to legal behavior sufficient consideration to come up with a contract that is valid and enforceable?

Rule

Yes. Mere abstention from a legal conduct that is permissible is sufficient consideration to seal a promise that is based on forbearance of a valid contract. Consideration is not taken as a benefit to the person who promises. When a someone's offer is ambiguous regarding whether accepting it shall be in form of exchange of promises or performance, determining if the person who offered was indifferent to whether accepting be in form of performance or promise is realized by interpreting the language for the offer under the circumstances it was given. According to the court's rule concerning this case, the language of the offer was clear that the uncle

sought acceptance not by a promise to perform but by performance. D argued that the contract was not valid for it did not have consideration, and there is no consideration unless there is a benefit to the person who promised. Refraining from a thing that someone is entitled to do is enough to create an enforceable contract.

Rationale

Under the bargain test for consideration, Hamer forbearance was somehow a benefit to Sidway and a detriment to him. D benefited by having his nephew refraining from a conduct he did not like and P faced a detriment by denying himself the conduct's enjoyments.

Work Cited

Cataldo, Bernard F. *Introductory Cases on Law and the Legal Process*. New York: Wiley, 1967. Print.