

# Appleby company

Business



Appleby Company was mandated with the task of installing some machinery at the premises belonging to Meyers. However, at the time when the installation was partially completed, both the buildings and the equipments were destroyed by a fire without either of the companies being at fault.

The condition of the contract was that it was for a complete job. This implies that Appleby could not recover the cost of the work which had been done going by the fact that the contract was for a complete job, but in this case the job had not been completed. The distinction between the condition and the warranty in this case is that the condition to be satisfied was that the job had to be completed. This explains why Myers was not legally bound to compensate Appleby after the fire since the condition of the contract had not been satisfied. *Attica Sea Carriers Corp [1976]* This case involved an appeal by Attica Sea Carriers Corp., where a ship was chartered and the charterer had the obligation of repairing the ship and returning the ship in a perfect condition after the repair.

However, the charterer failed to meet the conditions of the contract going by the fact that he returned the ship without the repairs citing that the cost of repairing the ship would have exceeded its value. However, the charterer admitted of being in breach of contract and the situation was complicated by the owners that are the Attica Sea Carriers Corp. stating that they would not accept the return of the ship until it would be repaired. The ruling by Justice Mocatta (at trial) held in favor of the owners citing that prior to entering the contract, the charterer had failed to close analyze the conditions provided which would have guided them in entering into a binding agreement with Attica Sea Carriers Corp.