

Hamer v. Sidway case briefs (1891)

Business



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Who is Hamer in Hamer v Sidway?

Hamer is the uncle of a nephew who filed a lawsuit against his uncle in the amount of \$ 5, 000 for failure to fulfill the contract.

What rule of contract law did the court apply to the facts in Hamer v Sidway?

William E. Story, Sr. made a promise to his nephew William E. Story, 2nd that the former would pay the latter \$5, 000 if the nephew would cease from engaging in vices particularly on drinking, using tobacco, swearing, and playing cards or billiards for money until the said nephew's 21st birthday, which the nephew agreed to fully perform. Hamer acquired the right from the nephew through assignment and presented a claim of \$5, 000 to the executor of William E. Story, Sr. and for which said executor rejected on the ground of no binding contract due to the lack of consideration, hence an action was brought to court.

Issue:

Is the act of refraining from engaging in vices a valid consideration?

Can a promise be consideration?

Consideration is usually either the result of: a promise to do something you're not legally obligated to do, or, a promise not to do something you have the right to do (often, this means a promise not to file a lawsuit).

Decision:

Yes, the act of refraining from engaging in vices is a valid consideration.

Rationale: Every person has the right to waive any legal right and in requested by another party, the same could constitute as a sufficient

consideration for the promise by said requesting person. Since the nephew enjoyed the legal right to engage in vices like the use tobacco and drinking alcohol, his agreement to deny himself to enjoy such right for period of years to comply with the promise satisfies the requirement of consideration in enforceable contract.

What is consideration in a contract?

1) payment or money. 2) a vital element in the law of contracts , consideration is a benefit which must be bargained for between the parties, and is the essential reason for a party entering into a contract . In a contract , one consideration (thing given) is exchanged for another consideration .

Reference: Hamer v. Sidway 124 N. Y. 538, 27 N. E. 256 (N. Y. 1891)