

Business law assignment

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Anthony and his wife were estranged, but Anthony wanted his wife can return home. Therefore, Anthony promised to transfer the matrimonial home into her name. They had saw a lawyer, and prepared and signed a formal agreement. However, after returning home more than one year ago, Anthony refused to keep his promise, so his wife wants to get advice to get the house. Therefore, relating to the above scenario is the case of “ letter of comfort”. *Skeletons Benson Ltd v Malaysia Mining Corp. Bad (1989)*.

In this case, the plaintiff wants the pendant gave a guarantee to them, because they had doubts about the subsidiary financial position. However, the defendant did not want to give the guarantee instead of giving a “ letter of comfort”, it states that the plaintiff can charge a higher interest. As a result, the defendant cannot meet their liabilities, so the plaintiff sued them. The court held that the agreement was not binding because the parities did not have the intention to create legal relations. Therefore, the plaintiff cannot get the money.

Similarly, in the study case, Anthony is equal to the plaintiff, and his wife is equal to he defendant. The defendants both give the “ letter of comfort” or promise, but refused to carry out it. The different point is case did not have the intention to create a legal relations, but Anthony case did. Therefore, the previous one is not binding, but the latter one is binding. The second condition is about the family law, there are two different cases and they happened between husband and wife. The first one is *Buffalo v Buffalo (1919)*, it states that the husband promised to give the wife maintenance payments, because he worked overseas.

After reaching this agreement, they get married happily. Nonetheless, their relationship soured and the husband broke his promise that is to make the payments. At that time, the wife wants to enforce the agreement. In terms of this case, the court held that the wife cannot get the payments, because they did not have the intention to sue each other. The second one is *Merritt v Merritt* (1970), the husband lived with another woman, but he has a house which was jointly owned by him and his wife. He signed an agreement that he would pay the wife money per month to make his wife can meet the mortgage payments.

Besides, if the wife can pay all the charges to repay the house, the husband will transfer his share of the house to her. Therefore, when the mortgage was paid off, the wife should get the house. The third condition is under consideration of past. In the case of *Re Macrame* (1951) where Mrs. Macrame redecorated a house that belongs to Massacre's father. After redecorating the house, all the children of Massacre's father would live together, these children promised to pay her cost of redecorating fee. However, they refused to pay. Business Law By Comparativeness promise was unenforceable as the work was done before the promise was made.

Above all, the past consideration is no valid consideration. Therefore, the promise is only a promise, has not the consideration to based on. Compared with above cases, the study case is more similar with the *Merritt v Merritt* (1970). In the terms of the first case, Anthony wife can claim but the evidence is too weak to get payments, because their condition does not belong to the "letter of comfort", and it implies that letter of comfort is not a

binding contrast but they signed a formal agreement with the lawyer, so it is a legal binding. They also have the intention to create a legal allegations to sue.

And for the third condition, the consideration of pass. Anthony wife cannot use because she has returned home over one year, the time is too long to claim, the consideration must be given at the time of agreement, but it does not include precious acts. In addition, Anthony and she have signed a formal agreement with solicitor, so the promise is not merely a promise. For the family law, the first one is not suitable for Anthony wife, because their condition is totally different. In the case of Buffalo v Buffalo (1919), the couple gets married happily, and the point is that hey did not want to sue each other in the beginning.

And when the B couple made the promise, they were still living together. The key is Mrs.. Buffalo failed that case, so Anthony wife cannot use it to claim. The best one for Anthony wife to claim is the case of Merritt v Merritt (1970). Firstly, the MM couple is separated, Anthony wife also separate with Anthony before. Secondly, MM couple is generally considered that they have the intention to sue the other one. Their signed agreement is also legal binding so that it can be the evidence of an intention to be bound in the future.

Similarly, Anthony wife is equal to the plaintiff wife and the Anthony is equal to the defendant husband. Anthony couple has lived separately before the wife returning home. They also signed a formal agreement and it is strong enough to be evidence. It also shows that they have an intention to sue and it is a legal binding. Most important of all, Mrs.. Merritt won the case and got

the share of house from her husband. It is a best example for Anthony wife to claim indemnity. In conclusion, Anthony wife should show the Merritt v Merritt (1970) as strong evidence to against her husband in Court.