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The issue in this question relates to a possible claim by Daniel for breach of contract by Zoom Car Company or to bring an action under privity of contract against Corrigan. Another possibility can be an action being brought about by Daniel for breach of contract against Zoom and Zoom bringing an action against Corrigan.

The argument that can be brought about by Daniel, if an action against Zoom is brought would be that there had been a contract by means of offer and acceptance, consideration and intention to create legal relations and the compass being faulty was a breach of contract. A counter-argument from Zoom would be that it was Corrigan who had manufactured the compass, which was faulty and so Daniel should bring an action against them. It is evident on the facts that the compass was faulty and so it wouldn't be a cause of installation by Zoom. The argument is more than likely to succeed and would therefore leave the forum of Daniel bringing an action against Corrigan under privity of contract, the law of which will now be discussed. Daniel can argue that since this was a contract whereby he acquired the subject matter that is the compass along with the car, he can enforce the contract against Corrigan (*Linden Gardens Trust v Lenesta Sludge*). Clearly Daniel does not have any direct remedy against Corrigan and so would be able to bring an action against them. Furthermore, another option that would be available for Daniel would be an order by court requiring the rectification and performance of fault and accepting such breach (*Snelling v. John G Snelling*).

Corrigan can argue that they had a contract with Zoom and they are accountable to them and so Zoom and not Daniel should bring an action for breach of contract forward. This is a strong argument, which has to be

rebutted by the principles of privity of contract, which have been discussed above and so would allow a claim by Daniel against Corrigan. Another argument that can be stated by Corrigan would be of faulty installation by Zoom. However, it is evident from the fact that the compass itself was faulty and thus such an argument is likely to fail.

Thus under the given facts, Daniel would be able to claim breach of contract as well as rectification of faulty compass provided for by Corrigan.

Finally the problem that can arise is that of foreseeability. Corrigan would state that medical costs should not be allowed because of the fact that even though the compass was faulty it was clearly not foreseeable that such an act would lead to injury. This argument is more than likely to succeed as the situations that have led to the injury and medical costs were more than unlikely and therefore Daniel would fail to recover his medical costs because of the circumstances being unforeseeable and as stated above an action for breach of contract cannot be brought against Zoom.

An argument under negligence by Daniel would also fail on grounds of foreseeability as Corrigan's negligence even if proved, it cannot be said to have been a foreseeable consequence.

References

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