

A special agreement as to the national prize

Law



**ASSIGN
BUSTER**

The trial court found in favour of the pursuer. In the Court of Session held that there was no argument related to an intention to effect legal relations. It was argued that a promise or agreement would be binding only if the promisor intended to enter into a legally enforceable agreement. The Court of Session considered the critical issue to be ' Whether the talk between the parties amounted to an agreement with binding effect or a ' statement of future intention of a non-binding character?'

The decision of the Court of Session was that there was a special agreement as to the national prize on previous occasions and that this pointed to a conclusion that such agreement was seriously intended. It was also held that the defender's conduct suggested that she considered the agreement to share the prize and that the parties intended the game to be an informal joint venture which doubled their chances of winning the prize.