

The background is a solid red color. There are several vertical bars of different heights and colors (yellow and grey) positioned around the edges of the page, creating a modern, geometric design.

MINI EBOOK

# Legal aspects in ENTREPRENEURSHIP

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# Legal aspects in ENTREPRENEURSHIP

A mini EBook to help you know what the law expects  
from you as you run your business

By Moses Manuel  
Founder of **Zerite Network**

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# WHAT ARE BASIC FORMS OF BUSINESS?

## General introduction

What comes in your mind when we talk about business organizations? Could it be?

- ⇒ Billion dollar companies?
- ⇒ That shop down the street?
- ⇒ What about the guy selling stuff online?

While all these are forms of business organizations they **don't** mean the same thing in the eyes of the law

### In this chapter we look at;

- A. Forms of business organizations
- B. And major distinction between companies and other forms of business associations

# Broad classification of businesses

## Sole trader

This type of business is owned and controlled by one person. The owner is in complete control and thus receives all profits and suffers all losses.

It's quite easy to start since all that one needs is capital and a trading license obtained from the relevant authority, if needed otherwise you can just start it.

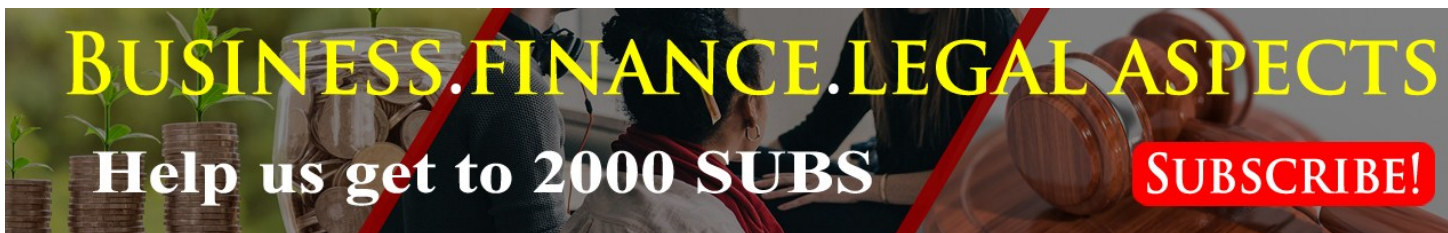
The legal implications are that the business and the owner are the same thing. In short your personal debts and those of the business is the same thing

Your liability in this kind of business is unlimited meaning your personal debts are also the business' debts just as much as the business' debts are your debts

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# Partnership

A Partnership is *the relationship, which subsists between persons carrying on a business in common with a view to make a profit.*

There are generally two types of Partnerships, namely:

- **General** - The General partnership operates quite similarly to a sole trader
- **Limited** - in Limited partnership the liability of the partners is limited.

A partnership deed regulates the relationships among the partners.

**NOTE:** We will look at this in detail in the next chapter

## Companies /corporations

These are persons created by law. This is what I mean by that, a company and its owners are two different person don't worry we will come back to that

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Often companies can be classified into three broad categories

- **CHARTERED COMPANIES** – these are companies that are created by a charter for instance universities and banks
- **STATUTORY COMPANIES** – these are companies created by acts of parliament. For Examples parastatals
- **REGISTERED COMPANIES** – these are companies formed by registration under the Companies Act.

These are the companies we are interested in.

Registered companies can further be classified as:

1. **Private companies** - which are owned by private individuals and do not raise money via sale of shares to the public
2. **Public companies** - which as the name suggest are owned by the public usually by having bought the company shares via stock exchange when the company was floated

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# What makes companies different from other business forms?

## 1. Legal or corporate personality

This principle holds that when a company is incorporated it becomes a legal person distinct and separate from its members and managers.

It becomes a body corporate with :

- a. An independent legal existence
- b. Limited liability,
- c. Perpetual succession,
- d. Capacity to contract,
- e. Own property

The principle of legal personality was first formulated by the House of Lords in its famous case of ***Salomon v Salomon & co ltd*** where it was decided that the company is at law a different person from the subscribers to the memorandum.

## 2. Theory of limited liability

In company law, the liability of members may be *limited* or *unlimited*. If limited it may be limited by shares or by guarantee.

Salomon v Salomon & co ltd (1897)

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This is another way of saying your liability towards the company and the other way round depends on share you have or guarantee given

I hope you have understood the topic and can now go ahead and decide which form of business you want to have... again remember this is a mini eBook and there are lots of tiny details when it comes to the law and business entities



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# PARTNERSHIP DYNAMICS

## Introduction

As we already saw in the first chapter, a Partnership is *the relationship, which subsists between persons carrying on a business in common with a view to make a profit.*

This chapter looks at the relationship  
that will exist between you and your  
partners

## Relation of partners to persons dealing with them

In partnership each partner is an agent of the firm and his partners for the purpose of the business of the firm. Meaning the action of such partners will bind both the firm and the partners unless;

1. The partner has no authority to act on behalf of the firm in such matter
2. The person with whom he is dealing either knows that he has no authority or does not know or even believe him to be a partner

Going by these limitations, each partner therefore has implied authority to bind the firm by:

1. Selling the goods of the firm
2. Purchasing the kind of good used in the firm on behalf of the firm
3. Receiving payments of the firm's debts and giving receipts for such
4. Engaging servants for the partnership business

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If it's a trading firm a partner may;

1. Accept, make and issue negotiable instruments in the firm's name
2. Borrow money on the firm's credit and pledge the firm's goods to effect that purpose
3. Instruct a solicitor in action against the firm for a trade debt

### In *Higgins V Beauchamp*

B and M carried on business in partnership as proprietors and managers of picture houses. The partnership deed prohibited a partner from borrowing money on behalf of the firm. M borrowed money from H.

Held: the firm was not liable for the debt, because it was not a trading firm, and M had therefore no implied authority to borrow on the firm's

When a partner dies and the business continues under that old name, that is the deceased name, the deceased estate is not liable for any partnership debts contracted after his death

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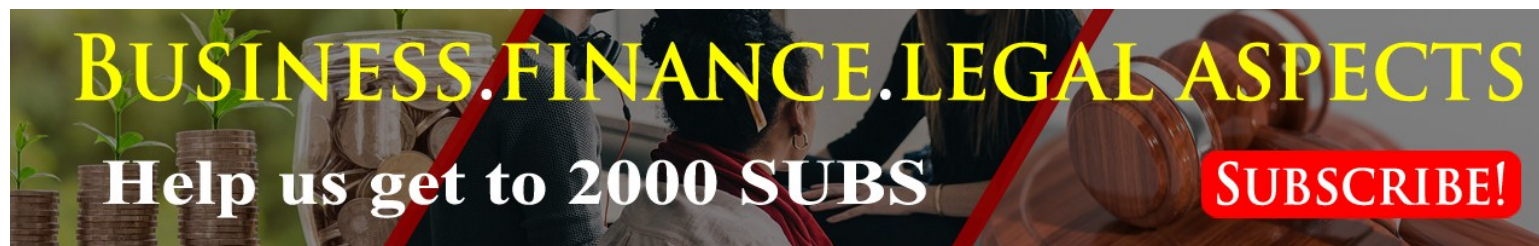
## Change in partnership

When a person is admitted as a partner in an existing firm, he doesn't there by become liable for the creditors on the firm for anything done before he become a partner

The new firm may take over the old firm's liabilities, but this on its own doesn't give the creditors any right to sue the incoming partner

Such right may be acquired by **novation**. Novation in this case is an agreement, whether express or implied, between the creditor, the new firm and the old firm, by which the original contract between the creditor and the old firm is discarded by the acceptance of the liability of the new firm

A retired partner remains liable for the debt contracted while he was a partner unless there is an agreement between himself, the new firm and the creditors



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# AGENCY & YOUR BUSINESS

## INTRODUCTION

An agent is a person who legally acts on behalf of another person known as the principal.

Agency may be defined as a legal relationship that exists when a person called the agent is considered by law to represent another known as the principal in such a way as to affect the principal's legal position in relation to 3rd parties.

### In this chapter we look at:

- Classification of agents
- Effect of contracts made by agents

# Types of AGENTS

Agency can be defined as a relationship where a party expressly or implied consents that the other should represent him and the other consents to do so.

Since agents don't make contract on their behalf, they don't necessarily need to have a contractual capacity. A principal on the other hand must have a contractual capacity

Agents can broadly fall in two categories:

**General Agent:** this is an agent engaged to perform a particular task or transaction on behalf of the principal in the ordinary course of his business, trade or profession as an agent.

**Special Agent:** This is an agent whose authority is restricted to the performance of a particular act not being in the ordinary course of his business, trade or profession.



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## Special agents include:

**Brokers** They are essentially an intermediary who arranges contracts in return for commission. Broker has NO possession of the goods sold he simply negotiates on behalf of such goods

**Factor:** This is a mercantile agent who is entrusted with possession and sells the goods in his own name.

**Auctioneer:** This is a mercantile agent who is licensed by the state to sell goods and other property by public auction. He may or may not be entrusted with possession but is an agent of both parties.

**Commercial agents** a commercial agent is an independent agent who has continuing authority in connection with the sale or purchase of goods.

**Del Credere agent:** This is a mercantile agent who in return for an extra commission known as *commission del credere*, guarantees solvency of a 3rd party with whom the principal contracts. He undertakes to indemnify the principal if the 3rd Party fails to pay the amount due on the contract. A *del credere* agency is a contract of indemnity. The agent may or may not be entitled with possession or documents of title.

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# Effects of contracts made by agents

The effects of a contract made by an agent will vary according to the context under which the agent contracted

## #1 If the agent contracts as an agent for a named principle

In such a case the agent will not incur any liability **unless**:

- a. The agent executed a deed in his own name in which case he is liable under the deed
- b. The agent signed a bill of exchange in his own name without indicating that he signed as an agent, he is liable on the bill
- c. The nature of the contract and the surrounding circumstance make it clear that the agent is liable
- d. The agent is in fact the principal but contracts as the agent. Note that it's possible for a person to act in two capacity, agent and principal
- e. The custom of trade makes the agent liable

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## #2 If the agent contract for an unnamed principal

What this means is that the agent discloses the existence of the principal but does not state the name of the principal. In such a case the agent cannot be personally liable on the contract

If, however, the agent doesn't, on the face of the contract show that he is merely an agent, he will incur personal liability, and the third party may sue either him or his principal at his own option.

## #3 If the agent contracts for an undisclosed principal

In this case the agent discloses neither the existence nor the identity of the principal. He contracts with the third party as if he were the principal.

1. The undisclosed principal has the right to intervene and claim, and if necessary sue, the third party directly. If he makes use of this right, he renders himself personally liable to third party
2. The third party, after having discovered the principal, has an option. He may choose hold liable and sue either the principal or the agent

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If the third party decides to sue either the principal or the agent, he may not later change his mind and sue the other.

The undisclosed principal may not intervene:

- a. Where it is contrary to the terms of the contract
- b. Where the personality of the principal or the agent is a significant factor

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### ***Said v Butt (1920)***

S tried to get a ticket from B to watch a play in the theatre but B refused to sell it to him. S then had a friend buy it. When S later showed up with the ticket, B refused to admit him in the theatre. **Held:** there was no contract between S and B. B would not have sold the ticket to the friend had he known for whom he was acting

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# UNDERSTANDING CONTRACTS

## Introduction

Contracts form the basis upon which modern businesses are built. Most business operation and transactions are quite often in the shape of promises made and the performance follows later.

The law of contract constitutes of the legal rules regarding such promises, their formation, performance and to what degree they can be enforced

### **In this chapter we look at:**

What a contract is

Essentials of a valid contract

# What is a contract?

A contract is a *legally binding agreement or promise between parties*.

Going by this definition then

If Mike promises to take Lizzy to the movies on a Friday night but instead he takes Joan, can Lizzy successfully sue?

Of course, not.

What if Mike buys a car from XYZ Motors and promises to pay for it in monthly installments, can the motor company sue him should he fail to make his payments?

Of course, Yes.

Ok, so what is the difference in the above given promises?

The former agreement is of a purely social or domestic character while the latter is of a commercial nature which will attract legal consequences.

While that may seem like all that matters, there is more to it than just that.

In short what makes a contract valid?

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# Essentials of a valid contract

- There must be a lawful offer followed by lawful acceptance. When the offer and acceptance correspond in every respect, there is an agreement between the parties
- The parties must intend their agreement to result in a legal relation. This of course is often easy when looking at commercial agreements but:

## Take a look at this

A husband who lives in a different city from his wife promises to send her some household allowance of say 3000 pounds on weekly basis. If

There is no contract here, you may say, this is a domestic agreement you may even add

## Now look at this

A husband and wife who intend to separate are discussing their future. The wife says that she will pay the mortgage for their home which was under the husbands name but on completion it should be transferred to her. She even insists she want this agreement in writing. Will this constitute a contract?

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Of course it will. Such was the ruling in **Merritt v Merritt (1970)**

In short even if the parties are in a domestic or social relationship but intend their agreement to have a legal consequence an enforceable contract is concluded

- There should be lawful consideration. Consideration is the price one party pays for the promise of the other for instance if you buy a house the price to you is the money but the seller has to part with the house
- The parties must be competent to contract
- The contract should be entered into voluntarily, i.e. free consent
- The parties must agree to a lawful object, i.e. the basis of the contract should be to do something legal
- The contract must be capable of performance



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# FORMATION OF CONTRACTS (OFFERS)

## Introduction

To say we have a contract means that the parties have voluntarily assumed liability with regard to each other.

When dispute arises between the parties to a contract, the court will look for the answers to the following two questions:

- Did the parties in fact have a contract?  
And if they did
- What are the terms? The court's interest is to determine if the parties had an agreement or "meeting of the minds."

In this chapter we look at, How offers come to be and how they can be terminated

# What is an offer?

Contract process begins with an offer. For a contract to be formed, this offer must be unconditionally accepted. The intention of the parties involved should be to create a legal relationship and they must have a capacity to do so.

Finally there has to be some consideration between the parties.

An offer is an expression of willingness to enter into a contract on definite terms, once the terms are accepted.

The question of what amounts to an offer is important since if there is no offer, there is nothing to accept and therefore a contract cannot be created.

It is important to realize from the beginning that not all communications will be offers, some could be;

## Statement of intention

If one declares that he intends to do a thing such declaration doesn't give another person a right of action should they suffer a loss because the former person does not carry out his intentions.

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Look at this

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### ***Harris v Nickerson (1873)***

An auctioneer advertised in the newspaper that a sale of office furniture would be held at a given place. A broker with a commission to buy office furniture came down from another city to attend the sale, but all the furniture was withdrawn. The broker thereupon sued the auctioneer for his loss of time and expenses.

It was Held that: a declaration of intention to do a thing did not create a binding contract with those who acted upon it, that broker could not recover.

## **A supply of information**

### ***Harvey v. Facey (1893)***

Harvey was interested in a piece of property owned by Facey. He sent Facey a telegram asking him the minimum price for which he would sell the property. Facey quoted a price and Harvey sent a telegram stating that he would pay it.

**Held;** A mere statement of the lowest price at which a vendor will sell is not an offer to sell at that price to the person making the inquiry.

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## Invitation to treat

An invitation to treat is an indication of a willingness to conduct business. It is an invitation to make an offer or to commence negotiations. An offer must be distinguished from invitation to treat. Goods displayed in a shop for instance amount to invitation to treat and the buyer must make an offer to buy.

Courts have considered whether or not a communication was an offer or an invitation to treat in a wide variety of circumstances.

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### ***Fisher V. Bell (1961)***

A shopkeeper displayed a flick- knife in his window shop with a price tag behind it. He was charged with the offence of offering a flick-knife for sale. The court had to determine whether the shopkeeper's act amounted to offering the knife for sale.

**Held;** "it is clear that, according to the ordinary law of contract, the display of an article with a price on it in a shop window is merely an invitation to treat. It is in no sense an offer for sale the acceptance of which constitutes a contract." The shopkeeper was therefore not liable.

It is common place to treat displays as invitation to treat.

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In companies for instance a prospectus to subscribe to the shares or debentures of a company is often in the nature of an invitation to make an offer;

The application for shares or debentures is the offer and the allotment by the company is the acceptance.

## Types of offers

Offers could be classified as;

- **Counter offer**

This is an offer in contradiction to the original offer. It therefore extinguishes the original offer by rejecting it.

### *Hyde v Wrench (1840)*

A offered to sell a farm to B for £1000. B replied offering to pay £960, which A refused. Sometimes later B decided that he would pay the original £1000. A however, declined the original offer to which B sued for specific performance. **Held:** B's action to pay £960 was a refusal followed by a counter offer, which destroyed the original offer and thus no contract had come to existence.

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- **Cross offer**

This kind of offer occurs when unknowingly both parties make offers to each other, i.e. A offers to sell his property to B and simultaneously B offers to buy the same property. In such a case one party has to revoke his offer and accept the others.

- **Conditional offer**

Such offers are made subject to certain terms which if accepted then the offer becomes valid. The conditions may be imposed by the law or simply by the offer itself

- **Single and standing offers**

These two are usually seen in tenders. A statement that goods are to be sold by tender is not an offer for sale, and there is no obligation to sell to the person making the highest tender. This is rather an enquiry into the viability of the transaction. Those submitting the tender are the ones making the offers.

**Single offer** is where the sale takes place on one occasion while **a standing offer** is where goods are required on an ongoing basis.

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## Communication of an offer

To be effective an offer must be made known to the other offeree, there can be no acceptance of the offer without knowledge of the offer.

The reason for this requirement is that if we say that a contract is an agreed bargain, there can be no agreement without knowledge. There can be no 'meeting of the minds' if one mind is unaware of the other. Stated another way, an acceptance cannot 'mirror' an offer if the acceptance is made on ignorance of the offer.

If Moses offers by advertisement a reward of \$10 to anyone who returns his mobile phone, and Caren, finding the phone, brings it to Moses. Without having heard of the offer of the reward, she is not entitled to the \$10.

## Termination of offers

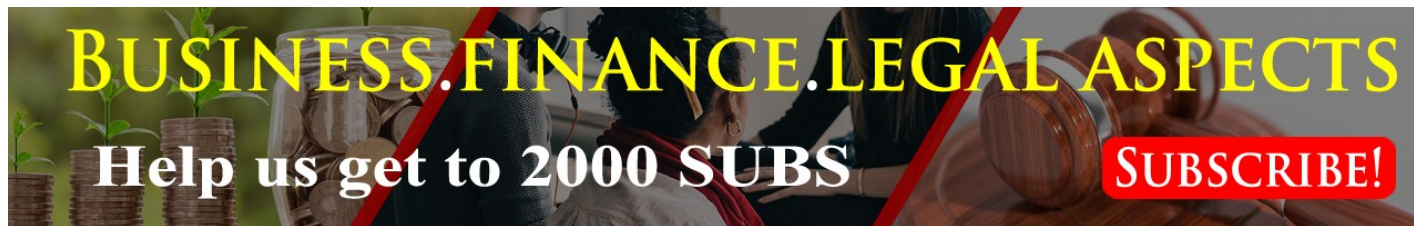
It is important for one to be in a position to know whether an offer is on-going or has become invalid, i.e. not capable of acceptance.

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There are a number of ways through which an offer can be terminated;

1. **Lapse of time** – this occurs if a “reasonable” time required to accept the offer has expired. “Reasonable” time depends on whether 1) the offeror stipulated the time frame or 2) the circumstance surrounding the offer can stipulate the time e.g offer on selling groceries isn’t same as offer on selling land due to the nature of the commodities.
2. **Revocation** – an offer withdrawn by the offeror is said to have been withdrawn
3. **Failure** to meet the conditions stipulated in the offer
4. **Counter** offer terminating the original offer
5. **Rejection** by the offeree
6. **Death** of one of the parties whose personal services were contemplated in the offer. It’s important to note that death doesn’t automatically disqualify an offer



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# FORMATION OF A CONTRACT (ACCEPTANCE OF OFFERS)

## Introduction

Acceptance must be made while the offer is still in force, that is, before the offer has lapsed, been revoked or rejected. For once the acceptance is complete, the offer is irrevocable.

The acceptance can be by words or by conduct.

# Acceptance must be absolute and unqualified

If the acceptance varies the terms of the offer it is a counter –offer, and not an acceptance of original offer.

Here is what I mean

M offered land to N at 280 pounds. N replied accepting and enclosing 80 pounds with a promise to pay the balance by monthly installments of 50 pounds each. You see there is no contract here for the acceptance is not as per the terms of the offer; actually this case is **Neale v Merrett (1930)**

Remember a conditional acceptance is not an acceptance

## Communication of acceptance

The general rule is that acceptance is not effective until it is communicated to the offeror, in the same sense the offer has to be communicated to the offeree.

There are things you need to know

- **The offeree has a right to remain silent and the silence doesn't amount to acceptance via conduct.**

This is better understood using this case:

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***Felthouse v Bindley (1862)***

A nephew discussed buying a horse from his uncle. He offered to purchase the horse and said if “I don't hear from you by the weekend I will consider him mine.” The horse was then sold by mistake at auction. The auctioneer had been asked not to sell the horse but had forgotten. The uncle commenced proceedings against the auctioneer for conversion. The action depended upon whether a valid contract existed between the nephew and the uncle.

**Held:** There was no contract. You cannot have silence as acceptance.

It's worth noting that this is not the same as when the offeree is the one who says something like “if you do not hear from me in a week, you can assume I have accepted your offer” this will amount to acceptance unless he communicates otherwise within the week

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- If the offer is one that can be accepted by acting upon it (acceptance via conduct), the communication of acceptance is not necessary.

For instance offering to reward someone who finds your lost phone, the offer is accepted by finding the phone notifying you of the search at the beginning is unnecessary

This is further illustrated in:

### ***Carlill v Carbolic Smoke Ball Co (1893)***

A Newspaper advert placed by the defendant stated:-

£100 reward will be paid by the Carbolic Smoke Ball Company to any person who contracts the influenza after having used the ball three times daily for two weeks according to the printed directions supplied with each ball. £1000 is deposited with the Alliance Bank, showing our sincerity in the matter." Mrs. Carlill purchased some smoke balls and used them according to the directions and caught flu. She sought to claim the stated £100 reward.

**Held:**The Court of Appeal held that Mrs. Carlill was entitled to the reward as the advert constituted an offer of a unilateral contract which she had accepted by performing the conditions stated in the offer.

Notice in this case there was no communication of acceptance, rather performance.

# Acceptance via post

Where contracts are made by letter it is said to be made by post. The rule here is that if the post is reasonably to be expected as a means of communication, then acceptance takes effect upon posting.

It is worth noting that if acceptance by post is made in an international sale to which uniform law on the formation of contracts for the international sale of goods applies, mere posting is not sufficient but the acceptance must be communicated to the offeror (**uniform laws on international sales act 1967**)

*Then again you should remember the postal rule is not applicable in revocation of an offer*

## Henthorn v Fraser (1892)

F handed to H a written offer. The next day F posted a withdrawal of the offer. This was posted between 12 noon and 1pm and did not reach H until after 5 p.m. in the meantime H at 3.50pm posted an acceptance.

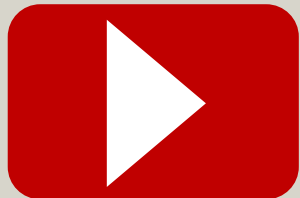
**Held:** although the offer was not made by post , the parties must have contemplated the post as a mode of communicating acceptance. F's revocation was of no effect until it actually reached H and did not operate from the time of posting it; a binding contract was made on the posting of H's acceptance

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So remember when the postal applies, acceptance is complete as soon as the letter of acceptance is posted. But if acceptance is not properly posted, the contract is not complete till the letter is properly posted (**Re London and northern bank (1900)**)

In conclusion remember that when offer and acceptance corresponded in every respect, the parties have reached agreement. In shot consensus ad idem (consent on the same thing)

The terms of the contract are then settled by the parties such is the doctrine of freedom of contract.



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# FORMATION OF CONTRACTS (CONSIDERATIONS)

## Introduction

The offer and acceptance are not enough to result into a valid contract.

Consideration is the principal way in which the court decided if the agreement resulting from an offer and acceptance should be legally enforceable.

In the current time consideration is the price one pays for the promise made by another party.

In this chapter we look at:

- General rules governing considerations
- Types of considerations
- The rule in PINNELL'S CASE

# General rules governing considerations

- **Consideration is required for all simple contracts**

Consideration is necessary for the validity all contracts not in a deed. Even if the contract is written, consideration is still mandatory. A promise without consideration is viewed as a gift and one made for consideration is a bargain.

- **Consideration must be ‘sufficient’ but need not be ‘adequate’**

The requirement that consideration must be ‘sufficient’ means that what is being put forward must be something which the courts will recognise as legally capable of constituting consideration. The fact that it need not be ‘adequate’ indicates that the courts are not generally interested in whether there is a match in value between what is being offered by each party.

Thus in ***Thomas v Thomas (1842)*** the promise to pay £1 per annum rent was clearly ‘sufficient’ to support the promise of a right to live in a house: the payment of, or promise to pay, money is always going to be treated as being within the category of valid consideration. On the other hand, the fact that £1 per annum was not a commercial rent was irrelevant, because the courts do not concern themselves with issues of ‘adequacy’.

- **Consideration must move from the promisee but not necessarily to the promisor.**

The promisee must himself prove that he has furnished consideration for the promise, that way he can enforce it.

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### ***Price v. Easton (1833)***

Easton made a contract with X that in return for X doing work for him, Easton would pay Price £19. X did the work but Easton did not pay, so Price sued. It was held that Price's claim must fail, as he had not provided consideration.

- **Consideration must be legal**

An illegal consideration makes the whole contract invalid

- **Consideration must not be past**

The important thing is that the consideration has to be something of value. This ensures that each party is aware of what is at stake in that contract, i.e.

***Quid pro quo*** - something for something

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## Examples of consideration scenarios

1. A receives \$10 in return for which he promises to deliver goods to B. In this case, the money A receives is consideration for the promise he makes to deliver the goods.
2. C promises to deliver goods to D, and D, promises to pay for the goods when they are delivered. Here, the benefit C receives is D's promises to pay, and in return for it he promises to deliver the goods.
3. X lends a book to Y and Y promises to return it. Here, the advantage is entirely on Y's side, but X suffers detriment in parting with his book, and this is consideration to support Y's promise to return it.

## Types of considerations

### Executory consideration

This occurs in a set up where the contract has not yet been performed, that is, party A promised to supply and party B promises to pay.

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## Executed consideration

In this case the promised act has been done. Party A has delivered his goods and B has paid for them. This is important in determining who has breached a contract. For if one party executes their promise and the other doesn't then the contract is said to have been breached.

## Past consideration

Once the contract negotiations are through and the parties have stuck a bargain any further promise is past consideration and is not legally enforceable.

The case of ***Re McArdle (1951)*** provides a good example.

The plaintiff had carried out work refurbishing a house in which his brothers and sister had a beneficial interest. He then asked them to contribute towards the costs, which they agreed to do. It was held that this agreement was unenforceable, because the promise to pay was unsupported by consideration. The only consideration that the plaintiff could point to was his work on the house, but this had been completed before any promise of payment was made. It was therefore 'past consideration' and so not consideration at all.

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# The rule in PINNEL'S CASE

Pinnel's Case brought about the rule that “part payment of a debt does not constitute good consideration for an agreement to discharge the debt”

## *Pinnel's Case*

The claimant was owed £810 shillings. The defendant paid £52 shillings and 2p. The claimant sued for the amount outstanding.

**Held:** The claimant was entitled to the full amount even if they agreed to accept less. Part payment of a debt is not valid consideration for a promise to forebear the balance.

The reason for the ruling is to be found in the fact that the debtor is already under the original contractual agreement to pay the full amount and that the agreement to pay less is not only a second agreement but past consideration as well.

## Exceptions to Pinnel's rule

The following are some of the ground under which lesser payment maybe accepted to discharge the full amount.

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- **Payment by a third party**

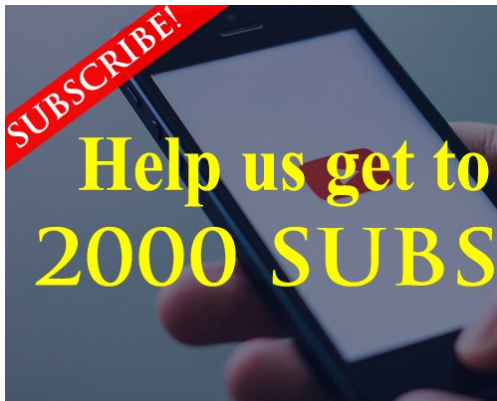
If the creditor accepts money from a 3<sup>rd</sup> party who pays on behalf of the debtor then if the creditor decides to sue for the balance the third party will sue for fraud.

- **Introduction of a new element**

Where the creditor accepts payment via chattle or simply payment in kind, if the payment turns out to be less than the original amount he cannot sue. E.g instead of cash the creditor decides to take a laptop.

- **Promissory estoppel**

This is a legal principle that a promise is enforceable by law when the promisor (person making the promise) makes a promise to the promisee (person being promised) who relies on it to his or her detriment. A promissory estoppel is intended to stop the promisor from denying that the statements, words or even conduct did not happen.



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