

Jack and entertainment contracts

**Samantha Hopkins -
1903145**

Assignment 1

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Contract Law

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BMLW5006

INSTRUCTIONS

Referring to the task description, Jack is organising entertainment for the student union. A letter was sent out as following: 'Want to attract new fans and get paid at the same time? Come and play at Oakwood Student Union. We are looking to hire performers to play on Friday or Saturday nights in May. Pay: £500 per gig, willing to negotiate.' This letter then attracted Kate and Logan. This assignment will look at which valid contracts were formed or entitled to payment addressing the following questions:

1. Advise Jack as whether a valid contract has been formed with Kate?
2. Advise Logan as to whether a valid contract was formed with Jack and if so whether Logan can claim for the £500 he would have earned selling merchandise?
3. Advise Jack whether he is legally obliged to pay DJ Mason anything for his performance?
4. Advise Nell whether her agreement with Jack was intended to create legal relations?
5. Advise Nell whether there was a valid consideration for Jack's promise to pay £250.00?



Advise Jack as whether a valid contract has been formed with Katie?

Looking at whether Jack has a valid contract with Kate, the court case Carlill v Carbolic (Stephens, 2011), made an offer to treat to which carbolic accepted by purchasing the smoke ball. Comparing this with the contract with Jack and Kate, Jack made an offer to treat and Kate then in writing offered to play the gig accepting the offered amount of five hundred pound. With Corbolic, they argued that Carlill using the ball would not benefit them, this is then projected into Kate and Jack, after Jack read bad reviews and did not want Kate to perform. He simply did not reply to her which means Jack did not accept her offer to play. An invitation to treat is what the advertisement Jack made is. Jack was requesting people to apply and make offers to which then he could accept or refuse or even counter offer. Kate accepted the invitation to treat without making an offer so no agreement for her to perform or Jack to allow her to perform for the money was agreed upon. No valid contract was formed with Kate.

An invitation to treat through the advertisement (Law, 2018) is where Jack made the invitation and Kate then made her offer of accepting his invitation, as Jack did not accept Kate's offer no contract was made between them resulting in no need for Jack to pay Kate when she showed up to perform.

Advise Logan as to whether a valid contract was formed with Jack and if so whether Logan can claim for the £500 he would have earned selling merchandise?

Looking at *Byrne v Van Tienhoven* [1880] (Lawteacher, 2013a), Jack accepted Logan's offer by replying by post on the first of May. Therefore, with an offer made and being accepted and agreement was in place between Logan and Jack to which Jack broke contract when he did not allow Logan to perform. Paying him for what Logan would have been paid would be the correct way to deal with the breach of contract but the sale of merchandise was never mentioned within the contract.

Hadley V Baxendale [1854] (Bebchuk and Shavell, 1991) shows a case where a delivery was expected at a certain time in the contract between the two. As the delivery was not delivered on time it resulted in losses for the receiving business. Unfortunately, as this was not communicated when the contract was made, the losses could not be claimed back. Looking at Jack and Logan the contract made between them was for Logan to perform and Jack to pay him for the performance with no selling of merchandise mentioned prior to this. As Jack still paid Logan for a performance he did not get to do, the breach of contract in the eyes of the court would be resolved with Jack not liable for the loss of selling merchandise.

Advise Jack whether he is legally obliged to pay DJ Mason anything for his performance?

Heonig v Isaacs [1952] (Lawteacher, 2013b) talks about the breach of a contract in place where one party failed to perform to the best standard and the employer refused payment of the outstanding balance of three hundred and fifty pounds. As the cost of repair was fifty-five pounds, the employer was entitled to pay the contractor the full amount minus the cost of repairs as the repairs did not go to the root of the contract. Reflecting on this, the contract between Jack and DJ Mason entailed DJ Mason to play a three hour session for the sum of one thousand five hundred pounds. As DJ Mason only performed two hours, Jack following Heonig v Isaacs is contracted by law to pay DJ Mason the two out of three hours which is a sum of one thousand pound. As there was no entertainment pre booked for the third hour, Jack can claim this as a loss as potentially if he did not find someone to fill the gap, customers would have left the student union.

Advise Nell whether her agreement with Jack was intended to create legal relations?

Looking at *Lampleigh v Braithwait* [1615] (Lawteacher, 2013c), Lampleigh was asked to do a task that he usually does with no prior fee agreed upon before he performed his action. The courts deemed that as it was his regular job that Braithwaite should indeed pay what he had promised to pay Lampleigh even if it was past consideration. In the text, it is mentioned that Nell does a regular comedy routine for Jack but there is no mention of if she gets paid for this or how much. With that being the case, it could be argued also that if Nell preforms which is what she is normally paid for, it will enforce a later promise to pay where the money is indeed payable by Jack to Nell.

Advise Nell whether there was a valid consideration for Jack's promise to pay £250.00?

Currie V Misa [1875] (The legal security journal, 2016) refers to consideration and promises made. Between Nell and Jack, Nell would be the detriment when performing for Jack, the benefitee. Although before performing Jack was asking Nell to perform with Nell then becomes the giver and provides goods which is her performing in exchange for, well nothing in return so there is no valid contract between them. In the eyes of the court Nell should have negotiated a price prior to the agreement and performance taking place.

Roscorla V Thomas [1842] (Admin, 2017) talks about a sale of a horse where after the sale had been made, the horse then showed signs of bad behavior. This was then taken to court and the courts ruled that as it had not been discussed prior to the sale and the sale had indeed already taken place that it was now known as past consideration meaning no valid contract was in place for this to hold any claims in the court. Looking at Nell and Jack, Nell had already performed and Jack stating he would pay her two hundred and fifty pounds for gratitude is past consideration. This means there is no legal requirement that Jack must pay Nell.

References

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