The Issue Of A Contravened Minor Agreement

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The above scenario raised the issue of a contravened minor agreement. Nicky entered into a contract with PC Universe Ltd (a company) that assured her they would fix her personal computer in not more than fifteen days. However, Nicky later requested that the repair be done in ten days, a request that PC Universe Ltd's management was not compelled to honour because it was not in the contract. Toby, a technician at PC Universe, verbally agreed to honour Nicky's request without involving management in changing the terms of the contract for a fee of five hundred Euros. The second agreement was not legally binding as it was not backed by a written agreement form or witnesses to the agreement for either the offeror or the offeree. Thereafter, Nicky and Toby negotiated a reduction in the remuneration from five hundred Euros to three hundred Euros. Nicky's editor further negotiated with Toby to fix Nicky's computer faster in exchange for Gareth Whale's autographed photograph and two hundred Euros from the Daily Scam, a request that Toby consented to over the phone. This other agreement, which was also oral, qualified as an informal contract because it had the key features of a contract, namely an offer, deliberation, and approval (Silverman, 2013).

The main issue is the contravention of an agreement because Nicky, having been paid 50,000 for writing George Whale's autobiography while working for the Daily Scam, did not honour her agreement to pay Toby.

Rules

According to the United Kingdom's law, several rules apply to contracts. What is more, a legally binding contract should consist of three parts, namely formation, content, and conclusion or end (Silverman, 2013).

Establishing A Contract Under The Laws Of The United Kingdom

According to the common law, a deal or contract must fulfill three things before materializing, namely an agreement between parties, a deliberation of the agreement, and a consideration of the contractual intention. One precondition for any contractual agreement to actualize is its endorsement.

This essentially means that each of the contracting parties must propose an offer, and the other party must reciprocate by accepting or rejecting the proposition, which in most cases involves a counter-offer. An offer, in this case, means the precise theoretical terms of the deal. The offer binds the party offering the deal to execute his end of the bargain when the agreement period matures (Silverman, 2013).

Endorsement or acceptance, on the other hand, means agreeing to the proposed offer freely without any duress. Either party can revoke, propose amendments, make counteroffers, or agree to the terms. A contract becomes effective only when both parties concerned agree to the proposition and strike a deal verbally or in writing before witnesses. Otherwise, the agreement may not have legal merit. Consideration refers to the promise given to one party by the other regarding the contract. Under the common law, parties to a contract must commit to doing or giving something in exchange for honoring the contract to make the contract legally binding. For some remedies, such as that of specific performance, parties to a contract must prove consideration as a factor of the contract in addition to the other features. Intention refers to the plan of entering into a binding contract recognized in law. Under the common law, it is essential for the parties to a contract to prove the existence of an intention to enter into a legal agreement (Silverman, 2013).

Contract Terms

A contract has either direct or inferred terms and conditions, which depend on the intention, mores, or laws governing the parties. Direct terms are usually written, while the inferred terms are implied and not necessarily recorded (Silverman, 2013).

Terminating Or Concluding A Contract

The standard law provides for a contract to be concluded through the expiration of the agreement period, where all parties meet their end of the agreement; annulment, if there is a misinterpretation of the terms by either party; or abolition, if either party breaches the contract (Silverman, 2013).

Dealing With Breach Of Contract (Remedies)

In the event of one party failing to honor their part of the agreement, the aggrieved party is entitled to reparation from the promisor. However, the aggrieved party must demonstrate that he indeed suffered in one way or another, detrimentally so, due to the promisor’s breach of contract. What is more, the aggrieved person must provide evidence that the injury is not fictitious but one that rightly deserves compensation. The common law provides for a fair remedy, also known as an injunction, for certain damages suffered by the injured party (Silverman, 2013).

Application

It is clear from the rules enshrined in the common law under the United Kingdom's jurisdiction and from the discussion above that Nicky, Toby, and the Daily Scam Editor had an informal agreement. However, Nicky breached her end of the agreement with Toby by failing to pay him the agreed amount for computer repair.

Scenario I: Whether Nicky Fails To Pay Toby £300 Or Hand Over The Signed Photograph

In this case, Toby is entitled to reparation through the rule of specific performance. Specific performance refers to a court order in which one party to a contract is compelled by law to honor or execute its end of the contract according to agreed-upon and specific terms and conditions to ensure fairness for all the parties. Otherwise, the court may intervene to arbitrate and redress the matter in the interest of justice. The breach or contravention of a contract is the fundamental legal premise upon which specific performance hinges. It is thus important to establish the main elements of a legal contract before invoking the remedy of specific performance (Silverman, 2013).

One of the options he has is that of suing Nicky for reneging on their initial agreement because he honored his part by repairing the computer in less time than was initially agreed by his company. He could argue that he is aware that Nicky received her full payment for her autobiography work but still failed to pay Toby. Toby should submit to a court of law that Nicky was not justified in withholding or reneging on her promise and should be obligated to fulfill her contractual responsibility, as Toby had already done. Consequently, Toby might bring to the court's attention the judgment of Stickney v Keeble [1915*].* In that case, the plaintiff refused to make timely payments of his deposit. The ruling in the Falcke *v Gray [1859]* case would also apply to Toby's submission, in which the plaintiff did not honor his payment to the complainant according to the contract's terms.

Scenario II: Does The Editor Of The Daily Scam Pay The £200 Promised To Toby?

Toby had an agreement with the editor of the Daily Scam to shorten the repair period of Nicky's computer in exchange for an autographed photograph and two hundred Euros. In this case, Toby can seek compensation if the Editor reneges on his promise by suing him for damages ensuing from a contravention of the contract under the remedy of specific performance. As part of his defense, Toby could submit examples of past cases, such as the case *Lazard Brothers & Co Ltd v Fairfield Properties Co (Mayfair) Ltd [1977].* (Silverman, 2013).

Conclusion

Toby should seek compensation under the rule of specific performance for the reneged contracts. An injunction or direct compensation would not be applicable in his case.

References

Silverman, Frances. *Conveyancing Handbook*. The Law Society, 2013.

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