

White v Bluett [1853]

Evidence

The executor of the defendant's deceased father's will sued the defendant, claiming the debt the father obtained and agreed with the claimant before his death.

Problematics

The defendant's argument was the agreement with the deceased father about non-enforcing the promissory note on the terms that the son would not file any complaints regarding the way the former distributes his property among his heirs. In addition, the defendant expressed the urge to file specific allegations regarding the final decision on the division of the father's property. Consequently, according to the way the property of the deceased was divided, the plaintiff has no grounds to claim material accountability from the defendant.

Resolution

The aforementioned agreement between the deceased father and the son was found unenforceable by the Exchequer Chamber court, as it lacked consideration. There was no legal reason for the son to file a complaint regarding how his father wished to distribute his goods. Hence, the material from the behalf of the son was not sufficient to ensure consideration on the matter.

"There was no legal foundation for the son to complain, as the distribution of the father's property followed the wish of the latter. Therefore, the son's complaint cannot be taken as a consideration, as his position had no value in the father's decision."

The agreement between the father and the son was declared a promise rather than a consideration. Hence, it was too uncertain to have legal value. Consequently, the court found the executor's note against the defendant legitimate.

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