Sutton v Mishcon de Reya [2003]

Atypical as it may be, the Sutton v Mishcon de Reya case touches upon cohabitation contracts even though the terms of this agreement show that the relationships described are those of a master and a slave rather than those between family members.

Evidence

Staal, a Swedish businessman saw an advertisement posted in *Gay Times* by Sutton, who was an air steward and male prostitute. Sutton wanted to have a master-slave relationship with himself taking the role of the slave. The two decided that they would live together, and that in order for Sutton to carry out his obligations as a master, all of Staal's property had to pass into Sutton's possession so that the latter would have full control over Staal and his actions. A statement of trust was made and the pair asked a solicitor for legal advice. The solicitor drafted a deed of cohabitation stating the terms of living together as they had been proclaimed in the statement of trust which had already come into force. The deed of cohabitation also included the stipulation that Staal would pay Sutton 3,000 pounds per month to be treated as a slave.

Problematics

The solicitor stated that the statement of trust might not be enforceable, as the terms included within it were against public policy. In his deed of cohabitation, the solicitor indicated the terms for the termination of legal relations. However, when the relations in question were terminated, the plaintiff found out that the agreement wasn't enforceable.

Resolution

The deed of cohabitation could only have been valid if it contained no elements negating the legal character of the agreement. Paying for sexual relations, even those set in a deed of cohabitation, is illegal, which made the contract unenforceable as a whole. Thus, the plaintiff's claim against the solicitor wasn't legal and the solicitor could not be sued for negligence.

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