

White & Carter (Councils) Ltd v McGregor [1962]

Evidence

The appellants in the case were White & Carter, who provided advertising services. They agreed to the garage advertising conditions with a garage proprietor representative, settling on the term of three years. The owner of the garage, e.g., the respondent in the case, notified White & Carter about the cancellation of the agreement on the same day, as there was a mistake in the negotiations between the parties on the terms and conditions of the garage advertising. The appellants started the advertising campaign regardless of the cancellation in five months after the agreement was made and claimed the money for their services. As the respondent did not compensate for the campaign; the appellants claim the sum of the entire contract.

Problematics

The court had to figure out whether it was possible to repudiate the agreement because of the mistake or misunderstanding by the garage owner representative during the initial negotiations. If the agreement was unenforceable, the court had to decide whether it was possible for the appellants to claim the cost of the entire contract or the limited recoupment. In addition, the respondent noted that there was no legitimate interest of one party in the agreement fulfillment; the second one does not have to unnecessarily take accountability for it.

Resolution

The court concluded that the appellants had the right to fulfill the aforementioned agreement and claim the reward for the whole contract. Consequently, it was not necessary for the appellants to repudiate the contract with the respondent. The court rejected the respondent's claim regarding the compulsory fulfillment of the agreement by the appellants.

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