

Tenax Steamship Co v Owners of the Motor Vessel Brimnes [1974] EWCA Civ 15

Failed communication that prohibited conditions of the contract from being executed.

Evidence

The defendants' company, Motor Vessel Brimnes, sold a ship to the plaintiff on the condition that the company could rent the vessel once in a while. In some cases, the defendants failed to pay for hiring the ship on time. The plaintiff then decided to withdraw the vessel from service and notified the defendant about it. The defendant received this message but only read it the next day, after they had made another payment to rent the ship.

Problematics

The question was whether the notification about the withdrawal of the ship from service had been effective before the defendant paid for renting it.

Resolution

The court held that the message about withdrawal was effective because it has been sent and delivered in time for the defendant to abstain from making another payment. The staff of the company had neglected their duties and did not read the Telex message until the following day, which was the fault of the defendant rather than the plaintiff.

Academic Experts

Need a bit more than getting inspired by our samples?
Get help from real experts in academic writing.



**REQUEST
HELP**



**GET A FREE
QUOTE**