

Wakefield v Duckworth [1915]

The personal liability of a solicitor who ordered photographs for the defence of a client.

Evidence

The complainant, Mr Wakefield, worked as a professional photographer. The respondent, Mr Duckworth, was a solicitor. The respondent wanted to buy photographs from the complainant for the case he was dealing with at that time. He intended to use them to defend his client who was accused of committing involuntary manslaughter. The complainant knew that the respondent needed the photographs for the trial. Since the respondent's client was a person with a very low income, Mr Duckworth asked the complainant to sell them for a minimal price. However, the complainant wanted the respondent to pay the whole sum of money for them.

Problematics

The complainant insisted the respondent was chargeable for covering the full price for the photographs as if he would take a loan from a bank. In addition, the complainant stated there was no agreement that could prove the respondent had the legal capacity to buy the photographs for his client. Also, the complainant appealed to the fact that the photographs were not always essential for the trial while analyzing the case. Based on this, the complainant was strongly convinced that the respondent had to compensate for all the extra costs. However, the respondent disagreed by claiming that he was acting on behalf of his client. Consequently, the client was responsible for the decision to purchase the photos and present them in the court. Thus, the respondent could not be chargeable for his client's expenses.

Since the complainant was aware of the fact that the respondent acted on behalf of his client, the latter was liable for paying the full price for the photos but not the respondent.

Resolution

The court rejected the claimant's appeal. Such a decision was taken because the respondent was acting on behalf of the client's name. Hence, he was an intermediary person. He was not responsible for covering the financial expense for the photos. Buying photos for the trial could not be regarded as an ordinary purchase which the respondent had to be liable for.

Because of this, only the complainant could be charged and made to pay the whole sum for the photos, since he was the principal in this particular case.

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