DISCHARGE BY FRUSTRATION

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В

Bank Line Ltd. v Capel (A) & Co (1919) A.C 435 Bensuade & Co v Thomas and Mersey Marine Insurance Co (1987) 1 Q.B 29 Berney v Tronoh Mines Ltd (1949) MLJ 4 Black Burn Bobbin Co Ltd v Allen (T.W) & Sons Ltd (1918) 2 K.N. 467 Blakeley v Muller & Co (1903) 2 K.B 760

<u>C</u>

C. Czarnikow Ltd v Centrala Handlu Zagraniczrego Rolimpex (1977) 3 WLR 677 Chandler v Webster (1904) 1 K.B 493 Cricklewood Property and Investment Trust, Ltd v Leighton's Investment Trust, Ltd. (1945) A.C. 221

CHAPTER ONE

INTRODUCTION

A contract is an agreement that is legally binding between the parties. Under it both parties are bound to perform their respective obligation. But when a contract is said to be discharged, the contracting parties are free from performing further obligation arising from it.

A contract may be discharged by one of the following ways:

- 1. by performance
- 2. by breach
- 3. by consent or agreement between the parties
- 4. by frustration

For the purpose of this project, an attempt will be made to consider the discharge of contract by frustration.

A contract is frustrated when subsequent to the formation that there is a change in the circumstances which causes a contract to be legally or physically impossible to be performed.

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