



# *elsa*

The European Law Students' Association

MOSCOW

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# CONSIDERATION AND INTENTIONS

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Contracts under seal

# Requirements for deeds

1. Signed and Delivered as a Deed / Signed, Sealed and Delivered as a Deed
2. Deed must be in writing
3. Deed shall make it clear that it is intended to be a deed
4. Deed signatures require witnessing

# CONSIDERATION

An act or forbearance of one party, or the **promise** thereof, is the price for which the promise of the other is bought, and the promise thus given for value is enforceable.

1. Consideration may be executed or executory but not past.
2. Consideration must move from the promisee but not necessarily to the promisor.
3. Consideration must be sufficient though not necessarily adequate.

Consideration may be executed  
or executory but not past

# Executory and executed



The whole agreement is one which is to take place in the future.



A promises to purchase B's car on credit, delivery to take place next week.

One of the parties has done all that they are required to do under the contract, that is, they have 'executed' their side of the bargain.

The other party's consideration which is still unperformed remains executory in that it remains to be completed in the future.

Past consideration



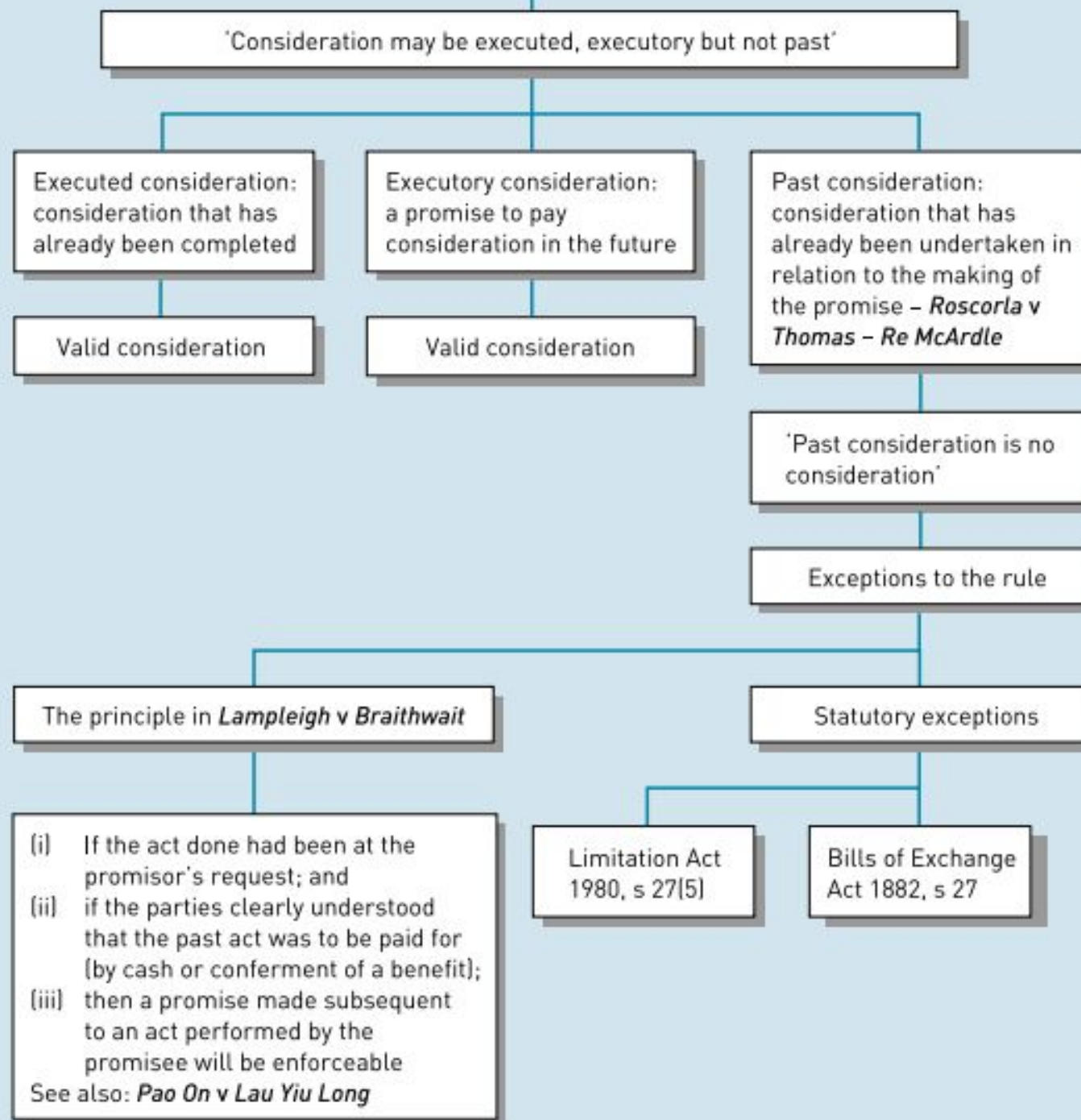
# EXCEPTIONS TO THE RULE

1. The principle which applies that:

- the claimant's services had been rendered at the defendant's request
- it was implicit that both parties must have understood that the claimant's services would have to be paid for

2. Statutory exceptions

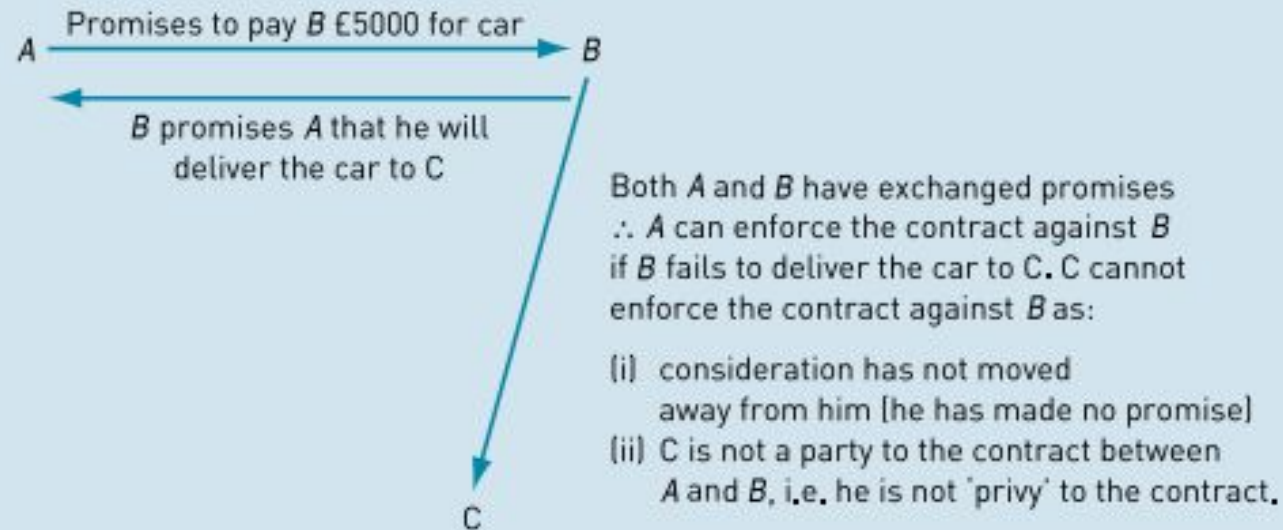
- Limitation Act 1980, s 27(5)
- Bills of Exchange Act 1882, s 27



Consideration must move from  
the promisee though not  
necessarily to the promisor

A person can only enforce a promise made to them if they can show that they have provided consideration for that promise.

# The operation of the rule



THANK YOU FOR PARTICIPATING!!

