

Cutter v Powell

- Cutter agreed to work on a merchant ship as a second shipmate under the agreement that he would be paid provided he does his duties from departure to arrival.
- Ship left on 31 July, Cutter passed away on 20 September before ship arrived.
- Cutter's wife tried to claim for wages

COURT RULING: Court said Cutter's wife would only be entitled to the claim if the ship had arrived. Can only claim once the obligations are strictly performed, court saw he had not completed his end of the contract.

Hoening v Isaacs

- Interior decorator (Isaacs) going to decorate and furnish flat for £750, terms were gradual payments and balance on completion.
- Decorator completed work after 2 payments (£150 each totalling £300) and purchaser (Hoening) refused to pay the final payment (£450) at the end as work was deemed poor quality and required more work.
- Instead Hoening paid £100 refusing to pay the rest because of faulty work.
- It was going to cost £55 pounds to have contract fully performed
- Issue: whether the contract has been performed fully and exactly.

COURT RULING: Court found substantial performance, interior decorator can claim the additional money (was owed £450 - £100 paid = £350 outstanding). Court said Isaacs could claim the £350 – amount it costs Hoening to have the contract performed fully and exactly (ie £350- £55)