



Le pinnel's Case en Law of contract

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Pinnel's Cas Pinnel's Case (1602) 5 Co Rep 117a is an important case in English contract law, on the doctrine of part performance. The plaintiff sued the defendant for the sum of £8 10s. The defence was based on the fact that the defendant had, at the plaintiff's request, tendered £5-2s-2d before the debt was due, which the plaintiff had accepted in full satisfaction for the debt. The rule in Pinnel's case is that: payment of a lesser sum on the day in satisfaction of a greater, cannot be any satisfaction for the whole, because it appears to the Judges that by no possibility, a lesser sum can be a satisfaction to the plaintiff for a greater sum: but the gift of a horse, hawk, or robe, etc. in satisfaction is good ... [as] more beneficial to the plaintiff than the money. Thus, the defendant had not given any consideration such that it could enforcing the plaintiff's previous promise not to sue, because the defendant had only done part of what it was already obliged to do. The decision was applied by the House of Lords in Foakes v. Beer [1884] 9 A.C. 605 to another part payment of debt. In Stilk v. Myrick (1809) S.C. 6 Esp. 129, where it was agreed that crewman would be given additional wages to help guide the ship home, the rule was held to apply to non-monetary obligations: the Court of Common Pleas held that the crewmen did no more than they were originally contracted to do, and could not recover the additional payment that had been agreed. Pinnel's Case and the line of authority that flowed from it was distinguished in the decision of Williams v Roffey Bros [1991] 1 QB 1, where the English Court of Appeal held that performing an existing obligation could be good consideration where it conferred some "practical benefit" above what was originally envisaged. In that case, it was held the a subcontractor who had asked for additional remuneration to do previously agreed work was enforceable, as avoid the subcontractor going into bankruptcy (which otherwise would have happened) constituted a practical benefit). The reasoning in Williams v Roffey Bros has been doubted in subsequent cases, although it has not been overruled. There are several well defined exceptions to Pinnel's Case, most notably being settlement in litigation where the parties agree to compromise by a payment a lesser sum without admitting that the greater sum was due. Payment of a lesser sum will also be sufficient were the currency changes, where the time of payment is brought forward, or where the place or manner of payment is changed (applying the long established rule that the court will not look into the adequacy of the consideration; that is, if a creditor is foolish enough to take 50 pence in the pound to get his money a week earlier, he is entitled to do so). The rule will also not undermine an agreement to accept a lesser sum when the original agreement is novated, or where the agreement to accept a lesser sum is made by way of a deed, or specialty contract.