

## **KRELL VS HENRY**

**CASE NAME:** KRELL VS HENRY [2 K. B. 7]

**JUDGES:** ROMER L.J & STIRING L.J

**COURT:** THE COURT OF APPEAL

**DATE:** HELD AUGUST 11, 1903

### **FACTS:**

The contract was written between the two parties on 20th June 1902, the defendant hires the flat in Pall Mall from the plaintiff on 26 and 27 of June, to watch the coronation function. The contract did not contain an express term on the coronation procession or any other purpose for which the flat to be hired. The defendant deposited upon the signed contract. The coronation was canceled due to the bad health of the king. As a result, the defendant declined to pay the balance of the agreed rent.

### **ISSUE:**

Whether the coronation an implied condition precedent for the rental contract?

### **RULES:**

The [Doctrine of Frustration of Purpose](#) [1]

### **ANALYSIS:**

Thus the decision was a favor for the defendant  
The court applied the case of [Taylon vs. Coldwell \(1863\) 3 B & S 826](#)[2], both the parties recognized that regarding the coronation processions on the day originally fixed as a foundation of the contract. The word of obligation on the defendant to pay for the use of the flat for the day named was not used regarding the possibility that the processions might not be taken place.

Thus, plaintiff not entitled to recover the balance of the rent fixed by the contract

### **CONCLUSION:**

Thus, from the above content, this is the seminal case on the [Doctrine of Frustration of Purpose](#) [1].

**REFERENCES**

[1] <https://www.natlawreview.com/article/client-alert-introduction-to-doctrines-impossibility-and-frustration-purpose>.

[2]<https://www.researchgate.net/publication/335537580> Taylor v Caldwell 1863 3 BS 826



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