

## Associated Newspapers Ltd v Bancks (1951) 83 CLR 322

<http://lawcasesummarries.com/knowledge-base/associated-newspapers-ltd-v-bancks-1951-83-clr-322/>

### Facts

- The Plaintiff contracted with the Defendant to draw a comic that would be displayed in full on the front page of the newspaper every week.
- The Plaintiff did not always display the comic on the front page.
- The Defendant stated that the Plaintiff had breached the contract and that therefore he would be terminating the contract.
- The Plaintiff sought an injunction, arguing that displaying it on the front page was not an essential term.

### Issues

- Was the obligation to display the comic on the front page an essential term, and had the contract been repudiated?

### held

- Displaying the comic on the front page was a condition, not a warranty.
- The Plaintiff has three obligations under the contract: 1) to display the comic, 2) on the front page, 3) every week.
- The Plaintiff had breached #2, which was an essential term.
- Therefore the Plaintiff had repudiated the contract and the Defendant was entitled to terminate the contract.

### Quote

- "The plaintiff would not have employed the defendant unless it had been assured that the defendant would perform his promise, and the defendant would not have made the promise unless he was assured that his work would be published in a particular manner"

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