

## Claude Neon Ltd v Hardie [1970] Qd R 93

<http://lawcasesummaries.com/knowledge-base/claude-neon-ltd-v-hardie-1970-qd-r-93/>

### Facts

- A contract is entered into to display an illuminated sign
- Part of the contract was a clause that stated rent was still payable even if the building was "extinguished or deferred"
- The building where it was displayed was demolished.
- Hardie argued the contract had been frustrated and they should not have to pay the remaining rent.

### Issue

- Was the contract frustrated?

### Held

- Due to the clause, no frustration occurred as this had been accounted for in the contract
- So they had to pay the rent

### Relevance

- This case demonstrates that where a frustrating event occurs, but has been provided for in the contract, it should be dealt with according to the contract.

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Law case summary from [www.lawcasesummaries.com](http://www.lawcasesummaries.com)