

## **Steele v Tardiani (1946) 72 CLR 386**

<http://lawcasesummaries.com/knowledge-base/steele-v-tardiani-1946-72-clr-386/>

### **Facts**

- A man was hire to cut wood at a certain rate per ton of wood – there was no fixed amount
- He cut a certain amount and then stopped working.
- The payer sued, saying he shouldn't have to pay
- There was some debate whether Steele should have to pay for wood cut to the wrong size

### **Issue**

- When the contract contains many parts (e.g. a price per ton), what is performance?

### **Held**

- *Latham CJ*: If you the work is done but not to the right specifications, you can choose not to pay for it but you must reject the work, Steele didn't
- There is sufficient evidence of a new contract to oblige Steele to pay
- *Dixon J*: The contract is infinitely divisible, as opposed to being such that only entire performance would be sufficient. Therefore completion of each divisible 'bit' incurs a need to pay a percentage.
- How could Steele reject the work, let it rot on the ground? He had no opportunity to reject it. However, he did not make it clear that the length must be exact.
- Substantial performance was achieved – therefore there was a *quantum meruit* claim

### **Relevance**

- This case demonstrates the principle that some contracts can have substantial performance in some cases.

---

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