

## Case brief

**Parties:** Eliška Rakovská vs. Anna Pavlíková

**Facts:**

The instant case involves the following circumstances:

The plaintiff, Eliška Rakovská, concluded an intermediary contract with Anna Pavlíková, the defendant, about a sale of Eliška's flat. The minimal price of the flat was set on 980.000 crowns. Then the defendant should get 50.000 crowns as a reward for the sale of the flat.

The defendant sold the flat but she told a buyer that the price of the flat is 960.000 crowns and that the 20.000 crowns of the price is her reward for the sale. But it was breach of contract because there was set the minimal price in the contract.

The defendant also misrepresented the plaintiff because she told her that it is impossible to sell the flat for more than 960.000 crowns. The plaintiff agreed with this price but later she withdrew from the contract because of breach of contract.

The plaintiff demanded 20.000 plus 50.000 crowns from the defendant.

**Legal issues:**

The question before the court is whether the defendant is entitled to get the reward for the sale of the flat.

**Procedural history:**

The first instance court ruled, that the consent of the plaintiff is void because she was intentionally misrepresented by the defendant. The defendant appealed against the decision of the court.

Then the second instance court ruled, that the plaintiff can get only 20.000 crowns because the defendant sold the flat so she has to get her reward for the sale. The plaintiff appealed against this decision.

**Reasoning of the court:**

The third instance court reversed the ruling of the second instance court because the consent of the plaintiff was found out void. The court ruled, that written contract could be changed only in written form, but the plaintiff's consent was only oral. The court also ruled, that the defendant sold the flat for the smaller price than 980.000 crowns and this is breach of contract.