BLOGS

Balfour v. Balfour: Intention to Create Legal Relationship

Khushi Malviya · 16 Apr 2026

Balfour v. Balfour primarily addresses the intention to create legal relationship in domestic agreements and the enforceability of such agreements. Read a detailed case analysis in this post!

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Facts of the Case

A husband and wife, residing in Ceylon, returned to England temporarily in 1915 due to the wife's health concerns. Before the husband returned to Ceylon for work, he promised to send his wife £30 per month for her support. However, their relationship soured, and they began living separately. The wife initiated legal action to enforce her husband's promise to pay her the monthly allowance. The lower court ruled in favour of the wife, recognising the agreement between the spouses as a binding contract.

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Issues Identified in the Case

1. Did Mr. Balfour possess the intention to form any agreement with his wife, Mrs. Balfour?
2. Is the agreement between Mr. and Mrs. Balfour legally valid?
3. Can a contract between spouses be enforced in a court of law?

Arguments Advanced

The contention put forth by the appellant, Mr. Balfour, revolves around the assertion that the agreement between him and Mrs. Balfour lacked the necessary elements to be legally

enforceable. He argued that the nature of their arrangement was purely domestic, devoid of any intention to create legal relationship.

On the other hand, the respondent, Mrs. Balfour, contended that Mr. Balfour should be obligated to fulfill his promise of maintenance. She argued that Mr. Balfour had committed to providing her with financial support as part of their agreement for her to remain in England. Mrs. Balfour asserted that her decision to stay back was contingent upon this agreement, thereby necessitating Mr. Balfour's compliance with their arrangement.

Judgement of Balfour v. Balfour

The Court of Appeal unanimously held that there was no enforceable agreement between the husband and wife regarding the monthly allowance. Warrington LJ emphasized that considering such domestic agreements as legally binding contracts would lead to absurd results and unnecessary litigation.

Duke LJ highlighted that the absence of a formal separation agreement between the spouses and the context of their relationship as husband and wife rendered the alleged contract unenforceable.

Lord Justice Atkin stressed that agreements made between spouses, even if containing elements of consideration, are not necessarily contracts under the law, especially when the parties did not intend for them to have legal consequences. Therefore, the appeal was allowed, and the plaintiff failed to establish the existence of a contract between the parties.

Analysis of the Case

Initially, Mrs. Balfour successfully sued her husband in the lower court, where Justice Sargant ruled in her favor, holding Mr. Balfour liable to provide maintenance based on their alleged contract. However, Mr. Balfour appealed to the Court of Appeal.

The Appellate Court, comprising judges Warrington LJ, Duke LJ, and Atkin LJ, unanimously held that the agreement between the spouses was not enforceable in a court of law. Atkin LJ emphasized the absence of an intention to create legal relations, particularly in domestic agreements, while Warrington LJ and Duke LJ questioned the consideration provided by Mrs. Balfour.

The case highlighted the doctrine of intention to create legal relationship, which is essential for a contract to be binding. This doctrine, as elucidated by Atkin LJ, underscores the principle that certain personal and family agreements may not give rise to legal obligations.

The ***doctrine of intention*** to create legal relations is a fundamental principle in contract law, stating that for an agreement to be legally binding, the parties must intend to enter into a legally enforceable contract.

This doctrine emphasizes the distinction between social or domestic arrangements, where parties do not typically intend legal consequences, and commercial or business agreements, where legal enforceability is presumed.

Courts assess the parties' intentions objectively, considering the nature of the agreement, the language used, and the surrounding circumstances. If the parties demonstrate a clear intention to create legal relations, the agreement is deemed binding and enforceable under law.

Conclusion

The case of Balfour vs. Balfour illustrates the principle that informal agreements made within a family setting typically lack the legal enforceability required to be upheld in a court of law. Central to this understanding is the concept of intention to create legal relations, wherein parties must express a clear intent for their agreements to be legally binding. Consequently, Mrs. Balfour's attempt to sue Mr. Balfour was unsuccessful due to the absence of such intention. This case is often juxtaposed with Merritt vs. Merritt, where despite the marital relationship, the estranged nature of the couple's arrangement rendered their agreement legally valid.