

Contracts
Beard Implement Co v. Krusa
208 Ill. App. 3d 953, 567 N.E.2d 345 (1991)

Keyword Subject

Breach of Contract

Facts

Defendant (Krusa) owned a farm with various pieces of farm equipment. Defendant's combine broke down and he proceeded to buy a new one. Defendant went to plaintiff (Beard Implement Co) to purchase a new combine and, after some negotiations, signed an order sheet to purchase the new combine for \$52,800 and the value of the defendant's current combine. The defendant had some misgivings, and left the plaintiff with the order sheet (not yet signed by plaintiff) and a check for a 10% downpayment (not yet dated by defendant). After a couple of days, defendant found another dealer who offered a different combine for a lower price. He accepted, believing that since the check hadn't been dated and the contract hadn't been signed by plaintiff he was under no obligations. Plaintiff disagreed and sued for breach of contract.

Procedural History

Trial Court: In favor of Plaintiff

Appeal: In favor of Defendant (Reversed)

Issue

In order for a contract to be enforceable, do all subsequent steps laid out in the contract need to be fulfilled?

Holding: Yes; Reversed

Principle

Reasoning

No contract ever existed between defendant and plaintiff because plaintiff never accepted defendant's offer to purchase the combine because the purchase order defendant signed required a "dealer" signature on behalf of plaintiff which was not filled out.

Separate Opinions

Notes