

Contracts
Dickinson v. Dodds
2 Ch. Div 463 (1876)

Keyword Subject

Revocation

Facts

Plaintiff was attempting to purchase a property from Defendant for £800. Defendant made an offer subject to acceptance at a specific time. Plaintiff thought on the offer for several days, then decided he wanted to go through. He left a letter of acceptance with defendant's mother-in-law, but it never reached Defendant. Plaintiff also sent an agent to meet Defendant, but the agent returned to Plaintiff and informed him that between the time that the offer was extended and the Plaintiff attempted to accept, Defendant sold the property to another party. Plaintiff sued for breach of contract for unilaterally revoking the offer.

Procedural History

Trial Court: In favor of Plaintiff (Specific Performance)

Appeal: In favor of Defendant

Issue

Holding:

Principle

Two minds must be in agreement at one point, the point of agreement

Reasoning

Separate Opinions

Notes