

Volker Court, LLC v. Santa Fe Apartments, LCC

130 S.W.3d 607 (2004)

Course

Contracts

Keyword Subject

Breach of Contract, Offer

Facts

In September of 2001, plaintiff (Lambi) began expressing interest in an apartment complex owned by defendants (Atkins brothers). One of the brothers responded to the offer expressing interest, but rejecting the terms of the offer on the basis that the price was too low. After subsequent communications, the brother replied to plaintiff laying out two possible offers that could be acceptable stating that the other brother was not interested and the included offers would be acceptable if he was able to get them in writing and present them to him.

Plaintiff took these suggestions as official offers and replied to the letter stating that he accepted and attempting to move forwards with the sale. The defendants rejected this, denying that any official offer had been made. Plaintiff filed a lawsuit against defendants for breach of contract.

Procedural History

Trial Court: In favor of Defendant (Summary Judgment)

Appeal: In favor of Defendant

Issue

Do suggestions for an acceptable offer constitute an offer?

Is a stated number binding when one party indicates that others need to be consulted?

Holding: No; Affirmed

Principle

A manifestation of willingness to enter into a bargain is not an offer if the person to whom it is addressed knows or has reason to know that the person making it does not intend to conclude a bargain until he has made further manifestation of assent.

Reasoning

Defendant was clear multiple times throughout the letters that his brother would have to be consulted and agree to any terms of an offer before it could be fully made. The inclusion of this conditional occludes the possibility that the offer could be binding.

Separate Opinions

Notes