

17/76

COURT OF APPEAL (ENGLAND)

**UNITED DOMINIONS TRUST LTD v WESTERN**

Megaw, Scarman and Bridge LJJ

29 October 1975

**[1976] QB 513; [1976] 2 WLR 64; [1975] 3 All ER 1017; New Law Jo (England) 27 November 1975**

**CIVIL PROCEEDINGS – CONTRACT – PURCHASE OF A MOTOR CAR – AGREEMENT SIGNED BY PURCHASER IN BLANK – FIGURES LATER DISCOVERED TO BE WRONG – MOTOR CAR DESTROYED – PURCHASER MADE NO PAYMENTS – PURCHASER SUED FOR FULL AMOUNT – WHETHER PLEA OF *NON EST FACTUM* SUSTAINED – WHETHER PURCHASER LIABLE FOR FULL AMOUNT.**

W. wished to obtain a car on hire-purchase from a car dealer for an agreed price of £550 with £34 deposit. He paid the deposit and signed one of UDT Ltd's standard proposal forms in blank leaving it with the dealer for completion. The form, however, was for a loan agreement, and not for hire-purchase. The price was stated as £730 and the deposit as £185. UDT Ltd sent a copy of the form to W. who realised that the figures were wrong. He left the car on his employers' premises where it was stolen. It became a write-off in an accident. W. paid no instalments. UDT Ltd claimed £750 (including interest). W. denied liability on the ground that there was no consensus *ad idem* between the parties since the document did not represent his true intention.

**HELD:** that the action succeeded. The plea of *non est factum* could not be accepted. There was no distinction between the careless signing of a completed document and the signing of a document in blank. In any event if a person gave his authority for the completion of the document, he was liable.

*Mercantile Credit Co Ltd v Hamblin* (1964) 3 All ER 592, considered.

*Gallia v Lee* (1969) 1 All ER 1062, applied.

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