**E A Plans Ltd v Bickford-Smith**

**Division:** High Court of Uganda at Kampala

**Date of judgment:** 6 May 1974

**Case Number:** 426/1969 (132/74)

**Before:** Nyamuchoncho J

**Sourced by:** LawAfrica

*[1] Contract – Consideration – Accord and satisfaction – Wrong sum demanded in error – No accord*

*and satisfaction.*

*[2] Civil Practice and Procedure – Slip – Amendment – Wrong figure demanded in notice to show cause*

*– Amendment allowed – Civil Procedure Act*, *s.* 102 (*U.*)*.*

**Editor’s Summary**

Costs of civil suit were agreed between the plaintiff and the defendant at Shs. 12,000/-. On the defendant’s failure to pay a notice was issued against him which by error stated the amount due at Shs.

1,200/-. The defendant paid in full settlement of costs, and thereafter refused to pay the difference.

**Held –**

(i) there had been no accord and satisfaction;

( ii) the error in the notice would be corrected as a slip.

Leave to plaintiff to execute.

**Cases referred to Judgment:**

(1) *Foakes v. Beer* (1884), 9 App. Cas. 605; [1881 – 5] All E.R. Rep. 106.

(2) *Chessum v. Gordon*, [1901] 1 K.B. 694; [1900 – 3] All E.R. Rep. 260.

(3) *Armitage v. Parsons*, [1908] 2 K.B. 410.

(4) *D. & C. Builders v. Rees*, [1966] 2 Q.B. 617; [1965] 3 All E.R. 83