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Christie is looking to put a case forward, making a claim against Monte for breach of contract. In this case Christie would be advised that his case is not as strong as he is hoping it to be, simply because of the fact that she would have to prove that there was a contract between himself and Monte, also proof regarding breach.

Montes advert **for sale, Morris Minor, 1950, in pristine condition, £2500** was published in the Classic Cars Gazette. If all of Monte's needs had all been met a contract would be placed automatically between the buyer and Monte. A contract was placed between Christie and Monte but it was a verbal contract because Monte's needs were not all fully met, when Christie phoned Monte he said that she could only afford £2000 but Monte stressed to her that he could not accept anything below £2250, in this phone call an offer of £2000 was declined and a counter offer was made of £2250, therefore the counter offer stands as a new offer, Monte promised that he would hold on to the car until Wednesday while Christie considered Monte's offer. The car was then sold to Dexter for £2500 adding that Monte did not keep his promise, but Monte was not bound by his promise.

This is well supported by Tweedle v Atkinson¹, Guy and Tweedle both agreed that they would each give some money to Tweedle's son who was going to get married to Guy's Daughter. When Guy passed away without paying, William sued for the money, his claim had failed, as William himself had given nothing for Guy's promise.

Christie left a message on Monte's phone on Monday in which he agreed to pay Monte £2250 for the car, Monte's wife accidentally erased this message left by Christie before Monte had a chance to listen to it. A counter offer had been made and there was no invitation to treat, but as there was no contact both parties would still be waiting for a reply and by Wednesday if no reply had been made then Monte would have sold the car then anyway. As Lord Denning explained in Entores Ltd v Miles Far east Corporation², if A shouts an offer to B across a river, but just as B yells back the acceptance a noisy aircraft flies over, preventing A from hearing B's reply, no contract has been made. The same situation could be placed here where Monte had no idea that Christie accepted his offer of £2250 simply because it got accidentally erased, therefore Monte didn't even have a clue.

On Tuesday Dexter met Christie in a local pub and told him that he bought the car off Monte for £2500, Christie then immediately went home and sent a letter to Monte saying that she has accepted the offer of £2250 for the car. That same afternoon Monte wrote a letter to Christie withdrawing the offer of £2250 simply because he was offered more money. The revocation of an offer does not have to be communicated by the person selling the item (i.e. Monte), it can be communicated by a totally different source (i.e. Dexter). Therefore Christie already knew that the car had been sold because she found out through Dexter.

In Dickinson v Dodd's³ the defendant offered to sell a house to the plaintiff, the offer was meant to be open until 12th June, 9am. On 11th June the defendant sold the house to a third party, Allan, and the plaintiff heard about the sale through a fourth man. Before 9am on 12th June, the plaintiff handed the defendant a letter in which he said he was accepting the offer. The court of appeal held that the offer had been revoked by the communication of the fourth man, so there was no contract. Dickinson knew that Dodd's no longer wanted to sell the property to him.

If Christie's letter got to Monte before Monte sent out the withdrawal then she would have had a stronger case and also if the letter had been a legal acceptance letter then there would have been a contract and Monte would have been liable for breach of Contract but there wasn't.

If the postal rule were observed this would be the case if the above were to be true. As Justice Linedley J said:

“An uncommunicated revocation is for all practical purposes and in point of law no revocation at all....., it may be taken as now settled that where an offer is made and accepted by the letters sent through the post, the contract is completed the moment the letter accepting the offer is posted.”⁴

Having looked at the whole case there are certain facts that may have gone in favour of Christie, but having analysed this case and comparing to bits off other cases which were relevant, I think that Christie would be advised not to take any action against Monte, due to the fact that it would be very difficult to prove any sort of breach of contract and also she would have had to spend the £2250 or even more to cover the legal costs.