

Adams v Lindsell [1818] EWHC KB J59

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Facts

- On 2 September, the Defendants wrote to the Plaintiffs with an offer to sell some wool. They requested an answer by 7 September.
- The Plaintiffs did not receive the letter until 5 September as the letter was mislabelled by the Defendant.
- On that same day, 5 September, they sent back a letter accepting the Defendants' offer.
- The Defendants did not receive the acceptance letter until 9 September
- As they did not receive the acceptance by the date requested (7 September), on 8 September they sold the wool to someone else.
- The Plaintiffs sued alleging that they had a valid contract from the time it was posted.
- The Defendants disagreed, stating that acceptance did not occur until it was communicated to the offeror (which was the standard approach at the time).

Issue

- When does acceptance occur?

Held

- Law J held that it was not feasible for the usual rule (that acceptance occurs when it is communicated to the offeror) to apply where there is posted communication as it would be too burdensome.
- Instead, there was a "meeting of the minds" when the Plaintiffs posted their acceptance, and as such that is when the contract was formed.
- Law J noted that the acceptance had not been received in the timeframe requested, but held that as this was the fault of the Defendant (who had mislabelled the letter), it was not an issue.
- Therefore the Plaintiffs succeeded.

Significance

- This was the first case that began to establish the so-called "mailbox rule" which states that where an offer is accepted by post, the acceptance is valid from the time it is mailed.