

## **Dickinson v Dodds (1876) 2 Ch D 463**

<https://lawcasesummaries.com/knowledge-base/dickinson-v-dodds-1876-2-ch-d-463/>

### **Facts**

- On 10 June, Dodds sent an offer to Dickinson stating that he would sell Dickinson some houses for £800. He stated that the offer would remain open until 9am on 12 June.
- Unbeknownst to Dickinson, Dodds sold the houses to a person called Allan on 11 June.
- On 11 June, another man, Berry, told Dickinson that Dodds had sold the house.
- On 12 June at 7am, Dickinson found Dodds on the train and said he wanted to accept the offer. He was informed the houses were already sold.
- Dickinson sued for breach of contract.

### **Issue**

- Could Dickinson withdraw the offer prior to the listed time of 9am on 12 June? I.e., was there a valid contract because Dodds had accepted the offer?

### **Held**

- James LJ stated that notice of withdrawal of the offer had been communicated to Dodds by Berry, well before he tried to accept the offer on 12 June. Therefore he could not accept the offer as he knew it had been withdrawn.
- There was no consideration given for Dickinson to hold the offer open until 9am on Friday, so he could withdraw the offer.
- The offer itself was not a contract, it was only an offer and until acceptance was communicated there was no binding agreement.
- In the circumstances, Dickinson could withdraw the offer which he did, and Dodds knew this when he tried in vain to accept the offer on 12 June.

### **Significance**

- In the absence of a separate contract to keep the offer open, an offeror can withdraw it at any time and the offer is retracted when the offeror (or someone on their behalf) communicates this to the offeree.