

## Electronic Industries Ltd v David Jones Ltd (1954) 91 CLR 288

<http://lawcasesummaries.com/knowledge-base/electronic-industries-ltd-v-david-jones-ltd-1954-91-clr-288/>

### Facts

- David Jones enters into a contract to have Electronic Industries set up a display of a television in their store
- There is a large coal strike and DJs asks to alter the date, E.I. agrees
- DJs later says they will not be rescheduling at all, and E.I. sues

### Held

- *Joint judgment:* There was not a whole new agreement, or even a variation in all likelihood, EI just agreed to wait a bit longer to do the presentation
- The Plaintiff always meant to hold the Defendant bound to the agreement
- Both parties remained bound to the contract
- There are plenty of contracts where the date is not fixed (e.g. a tailor making a jacket) and this uncertainty doesn't mean the contract is void

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Law case summary from [www.lawcasesummaries.com](http://www.lawcasesummaries.com)