

Harvey v Facey [1893] UKPC 1

<https://lawcasesummaries.com/knowledge-base/harvey-v-facey-1893-ukpc-1/>

Facts

- Harvey was interested in buying a Jamaican property owned by Facey. He sent Facey a telegram stating "Will you sell us Bumper Hall Pen? Telegraph lowest cash price - answer paid."
- Facey responded stating "Bumper Hall Pen £900"
- Harvey responded stating that he would accept £900 and asking Facey to send the title deeds.
- Facey then stated he did not want to sell.
- Harvey sued, stating that the telegram was an offer and he had accepted, therefore there was a binding contract.

Issue

- Was the telegram advising of the £900 lowest price an offer capable of acceptance?

Held

- The House of Lords held that the telegram was an invitation to treat, not a valid offer. Therefore no valid contract existed.
- The telegram only advised of the price, it did not explain other terms or information and therefore could not create any legal obligation.
- Harvey's telegram "accepting" the £900 was instead an offer which Facey could either accept or reject. He rejected it so there was no contract created.

Full text

The full text of this judgement is available here: <https://www.bailii.org/uk/cases/UKPC/1893/1.html>