

## Smith v Hughes (1871) LR 6 QB 597

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### Facts

- Smith was a farmer while Hughes was a racehorse trainer.
- Smith showed Hughes a sample of some green oats, and Hughes agreed to buy a large quantity of them.
- However, Hughes mistakenly thought that they were old oats, which are the ones for racehorses - although he had not discussed this with Smith.
- When the first order of oats arrived, Hughes realised his mistake and refused to pay for the oats.
- Smith sued, saying there was a valid contract.

### Issue

- Was there a valid contract for the sale of oats, notwithstanding Hughes' mistake?

### Held

- Blackburn J dismissed the idea that due to the mistake there could have been no "meeting of the minds".
- Instead, he stated that you needed to look objectively at the conduct of the parties. It was clear that, objectively, Hughes had agreed to buy green oats.
- His subjective belief that he was buying old oats did not allow him to get out of the contract.

### Significance

- When interpreting the contract and its terms, you need to look objectively at the conduct of the parties.
- Unilateral mistake will generally not enable one party to get out of the contract.
- *Note that the outcome of this case may be affected by modern consumer law.*

### Quote(s)

- "If, whatever a man's real intention may be, he so conducts himself that a reasonable man would believe that he was assenting to the terms proposed by the other party, and that other party upon that belief enters into the contract with him, the man thus conducting himself would be equally bound as if he had intended to agree to the other party's terms." (Blackburn J)
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