

# Tinn v Hoffman [1873]

The offer of purchase and how the reply to it should appear.

## Evidence

Mr. Hoffman, the accused, had offered Mr. Tinn, the plaintiff, an opportunity to buy iron from him at a reasonable price. The accused wanted the response to this proposition to be delivered by post. Later that same day, the plaintiff sent him a letter with a similar offer to purchase iron. The question concerning the validity of the two offers emerged.

## Problematics

It was not clear whether the parties established any contract regarding the purchase, in that it was ambiguous whether Tinn's letter could be treated as an agreement to the original offer.

## Resolution

The court held that no contract for purchasing iron had been established between Tinn and Hoffman. The two offers were made at the same time and did not bind parties to perform any further actions. In this case, Tinn's letter was considered to have acted as a counter-offer rather than a sign of agreement, and that more interaction would have been required to make Tinn's response serve as an acceptance of Hoffman's offer.

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