

Wenkheim v Arndt [1873]

Evidence

Mr. Wenkheim proposed to Ms. Arndt through a letter and she accepted his proposal in the letter she sent him in response. Mrs. Arndt, the defendant's mother, was of a different opinion and decided to cancel her daughter's acceptance by sending a telegram to Mr. Wenkheim with a denial.

Problematics

The letters that were sent were considered by a court as those that constituted a contract law. The problem was to understand which of the messages had a juridical force: the telegram from the mother that was received by Mr. Wenkheim earlier, or the letter from the daughter with the acceptance. Another problem was to understand whether the mother should be considered as a defendant or as a third party.

Resolution

The Court decided that Mrs. Arndt was an unauthorized third party and hence, her telegram had no juridical force. She was also obliged to pay a farthing to Mr. Wenkheim for the damages she caused.

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