Griffith v. Brymer

King's Bench Div., 1903
19 T.L.R. 434

This was an action brought by Mr. Murray Griffith, of 8, Seamoreplace, Park-lane against Colonel W.E. Brymer, M.P., of 8, St. Jame's-street to recover the sum of 100 pounds paid on an agreement to hire a certain room at 8, St. Jame's-street for the purpose of viewing the Coronation Procession on June 26, 1902.

The facts, so far as the material, were as follows:--At 11 a.m. on June 24, 1902, the plaintiff entered into a verbal agreement with Messrs. Pope, Roach, and Co., the defendant's agents, to take the room for the purpose of viewing the procession on June 26, and handed over his cheque for 100 pounds. It was admitted that the decision to operate on the King, which rendered the procession impossible, had been reached at about 10 a.m. that morning. But neither party was aware of this fact when the agreement was entered into and the cheque given; and it was contended for the plaintiff that as both parties were under a misconception with regard to the existing state of facts about which they were contracting, the plaintiff was entitled to the return of his money. In the course of the argument Clark v. Lindsay, 19 T.L.R. 202, 88 L.T. 198, and Blakeley v. Muller, 19 T.L.R. 186, were cited.

Mr. Justice Wright held that . . . [t]he agreement was made on the supposition by both parties that nothing had happened which made the performance impossible. This was a missupposition on the state of the facts which went to the whole root of the matter. The contract was therefore void, and the plaintiff was entitled to recover his 100 pounds.