

Lord Romilly said *à propos* of a tender which had been refused: "I must, therefore, make a decree to take an account of what was due for principal, interest, and costs on . . . the day of the tender; and if the amount does not exceed the £570 tendered, the plaintiffs must have their costs of the suit." In *Greenwood v. Sutcliffe* the mortgagees refused the tender, and a redemption action became necessary. Mr. Justice Stirling held that it was in consequence of the reservation referred to above that the litigation had become necessary, and therefore the mortgagor was only entitled to the common redemption order. The Court of Appeal, however, decided that the conduct of the mortgagees had necessitated the action, and that the mortgagor was entitled to an order in the form settled in *Harmer v. Priestley*. "I should regard it as remarkable," said Lord Justice Bowen, "if the law was supposed to be unsettled on the question of tenders. A conditional tender is not an effectual tender in law, but a tender under protest is all right." Mortgagors should bear this in mind when they wish to pay off a mortgage.—*Law Journal*.

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REVOCATION OF OFFER.—There can be no effectual revocation of an offer until the revocation is brought to the mind of the person to whom the offer was made. So it has been held by the Court of Appeal in *Henthorn v. Fraser*, Notes of Cases, p. 54, reversing a judgment of the Vice-Chancellor of the Duchy of Lancaster, and the judgment appears to be perfectly correct. The case was a very curious one. The offer, which was to sell certain house property, was revoked by letter on the day after it was made, but accepted also on that same day, the acceptance being posted after the revocation was posted, but before it was received. How is this consistent with the famous judgment in *The Household Fire Insurance Co. v. Grant*, 48 L.J. Rep. Exch. 577, in which a majority of the Court of Appeal (*dissentiente* Lord Justice Bramwell) held, overruling *The British and American Telegraph Company v. Colson*, 40 L.J. Rep. Exch. 362, that where a proposal by letter is accepted by letter, the contract is complete at the time of the posting of the letter of acceptance, even although such letter of acceptance has never been, in fact, received? Why should not a revocation take effect from the time of its being posted, just as an acceptance does? We think that there is a clear distinction between the two cases. An acceptance and a revocation are essentially different. When once an offer is made, the revocation of it must be made under the same circumstances as the offer itself; that is, with complete, not only constructive, communication to the other party, whose acceptance, if it can be posted before the revocation is received, will bind the contract.—*Ib.*

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