

Abeles v Viola

Summary

Court:	High Court of Malawi
Registry:	Civil Division
Bench:	Banda CJ
Cause Number:	Civil Cause Number 1226 of 1990 (15 MLR 1)
Date of Judgment:	October 01, 1992
Bar:	Chikopa, Counsel for the Plaintiff Mhone, Counsel for the Defendant

The Plaintiff appealed to the High Court, Principal Registry, against a ruling by the learned Registrar. The Registrar had found that the Defendant had not made any admission regarding the payment of interest on the purchase price of several plots of land. The appeal was treated as a rehearing of the application, and the Court considered the findings of the Registrar but was not bound by them. The Plaintiff contended that the Defendant's letter dated 19 June 1990 constituted a clear and unequivocal admission of liability to pay interest. The Plaintiff argued that the Plaintiff's letter of 7 June 1990 contained an offer which the Defendant accepted in his subsequent letter, thereby forming a binding contract.

The Court found that there was no definite offer made by the Plaintiff capable of being accepted by the Defendant. The Defendant's letter of 19 June 1990, even if it was an offer, was not accepted and was in fact retracted before any acceptance could take place. Therefore, no binding contract for the payment of interest existed. Consequently, the Court found there was no admission of liability. The appeal was dismissed with costs to the Defendant. The Court held that a successful litigant is generally entitled to costs unless there is a good reason to deny them, and noted that the Registrar had failed to exercise this discretion judicially. The Court therefore ordered that the Plaintiff should receive his costs up to the time of payment, which was on 16 January 1991.