

56. — An offer made *inter absentes* in which no time for acceptance is specified is binding only if acceptance reaches the offerer within a reasonable time.

A reasonable time is the time in which acceptance may be reasonably expected to arrive, due regard being paid to distance and means of communication, and to the nature and object of the proposed contract.

The offer cannot be withdrawn during such period.

57. — An offer in which a time for acceptance is specified cannot be withdrawn, but it is binding only if acceptance reaches the offerer within such time.

58. — If the acceptance arrives after the time specified, but it is apparent that it was sent so that in the ordinary course of things it ought to have arrived within the time specified, the offerer must forthwith give notice to the offeree of such late arrival unless he has already informed the offeree that no acceptance has arrived within the time specified.

If the offerer fails to give such notice, the acceptance is deemed to have reached him in due time.

ILLUSTRATION. — *A, a trader in Chiengmai, writes on the 1st. of August to B, a trader in Bangkok, offering him timber for sale. A specifies in his letter that the offer must be accepted on or before the 1st. of November. On the 10th. of October B writes to A accepting the offer. Owing to unusual floods, the letter is only delivered in Chiengmai on the 5th. of November ; but in the ordinary*

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