

course of things it ought to have been delivered before the 1st. of November. Th, acceptance is deemed to have reached A in time, unless A immediately on receiving B's letter gives notice to B that the letter arrived too late, or unless on the second, third or fourth of November before receiving B's letter, A had already notified B that no acceptance had arrived within the time specified.

59. — Silence on the part of the offeree is not an acceptance, unless it be considered so by custom or by the practice of the parties.

60. — Part performance by the offeree of the proposed contract is presumed to be an acceptance. The contract is complete when the part performance begins.

[ILLUSTRATION. — On the 1st. of April A sends to B, a brick — maker, an order for ten boat loads of bricks, to be delivered boat by boat within one month from the date of order. B does not answer the order, but he sends one boat load of bricks to A on the 5th. of April. B has partly performed the proposed contract, and is presumed to have accepted the offer. The contract was complete on the 5th. of April.]

61. — An acceptance which reaches the offerer too late is deemed to be an offer made by the offeree to the offerer.

course of things it ought to have been delivered before the 1st. of November. The acceptance is deemed to have reached A in time, unless A immediately on receiving B's letter gives notice to B that the letter arrived too late, or unless on the second, third or fourth of November before receiving B's letter, A had already notified B that no acceptance had arrived within the time specified.

59.—Silence on the part of the offeree is not an acceptance, unless it be considered so by custom or by the practice of the parties.

60.—Part performance by the offeree of the proposed contract is presumed to be an acceptance. The contract is complete when the part performance begins.

ILLUSTRATION. — On the 1st. of April A sends to B, a brick-maker, an order for ten boat loads of bricks, to be delivered boat by boat within one month from the date of order. B does not answer the order, but he sends one boat load of bricks to A on the 5th. of April. B has partly performed the proposed contract, and is presumed to have accepted the offer. The contract was complete on the 5th. of April.

61.—An acceptance which reaches the offerer too late is deemed to be an offer made by the offeree to the offerer.

[TEXT UNDER TAG]

ordinary course of things it ought to have been delivered before the 1st. of November. Th, acceptance is deemed to have reached A in time, unless A immediately on receiving B's letter gives notice to B that the letter arrived too late, or unless on the second, third or fourth of November before receiving B's letter, A had already notified B that no acceptance had arrived within the time specified.

59. — Silence on the part of the offeree is not an acceptance, unless it be considered so by custom or by the practice of the parties.

60. — Part performance by the offeree of the proposed contract is presumed to be an acceptance. The contract is complete when the part performance begins.

ILLUSTRATION.—On the 1st. of April A sends to B, a brick-maker, an order for ten boat loads of bricks, to be delivered boat by boat within one month from the date of order. B does not answer the order, but he sends one boat load of bricks to A on the 5th. of April. A has made to B an offer for a contract of sale of bricks. B has not sent an acceptance, but he has partly performed the proposed contract. He is presumed to have accepted the offer. The contract was complete on the 5th. of April.

61. — An acceptance which reaches the offerer too late is deemed to be an offer made by the offeree to the offerer.

course of things it ought to have been delivered before the 1st. of November. The acceptance is deemed to have reached A in time, unless A immediately on receiving B's letter gives notice to B that the letter arrived too late, or unless on the second, third or fourth of November before receiving B's letter, A had already notified B that no acceptance had arrived within the time specified.

59.—Silence on the part of the offeree is not an acceptance, unless it be considered so by custom or by the practice of the parties.

60.—Part performance by the offeree of the proposed contract is presumed to be an acceptance. The contract is complete when the part performance begins.

ILLUSTRATION.—On the 1st. of April A sends to B, a brick-maker, an order for ten boat loads of bricks, to be delivered boat by boat within one month from the date of order. B does not answer the order, but he sends one boat load of bricks to A on the 5th. of April. A has made to B an offer for a contract of sale of bricks. B has not sent an acceptance, but he has partly performed the proposed contract. He is presumed to have accepted the offer. The contract was complete on the 5th. of April.

61.—An acceptance which reaches the offerer too late is deemed to be an offer made by the offeree to the offerer.

ILLUSTRATION. — On the 1st. of April, A writes to B offering him a piano for sale and asking that an answer be given on or before the 10th of April. On the 15th. of April, B writes that he is willing to buy the piano. There is no contract of sale, since B's acceptance is late. But B's answer is an offer from B to buy A's piano. If A accepts such offer within a reasonable time, the contract of sale is formed. If he does not ~~[accept] send an acceptance~~ within a reasonable time, B is not bound by his answer.

62. — An acceptance must be unqualified, that is to say the offer must be accepted without modification.

An acceptance by which the terms of the offer are modified is deemed to be a refusal coupled with a new offer.

ILLUSTRATION. — A writes to B offering him a piano for sale for 500 baht. B answers that he willing to buy the piano for ~~500~~ [400] baht. B having modified the terms of the offer, his answer is a refusal. But B's refusal is at the same time an offer to buy the piano for 400 baht. If A accepts such offer within a reasonable time the contract of sale is formed. If he does not ~~[accept] send an acceptance~~ within a reasonable time, B is not bound by his answer.

63. — An offer is not binding if the offerer dies or becomes incapacitated before the acceptance reaches him.

ILLUSTRATION. — A, a merchant in Chiangmai, writes to B, a merchant in Bangkok, offering goods for sale. B

ILLUSTRATION. — On the 1st. of April, A writes to B offering him a piano for sale and asking that an answer be given on or before the 10th. of April. On the 15th. of April, B writes that he is willing to buy the piano. There is no contract of sale, since B's acceptance is late. But B's answer is an offer from B to buy A's piano. If A accepts such offer within a reasonable time, the contract of sale is formed. If he does not ^{accept} ~~send an acceptance~~ within a reasonable time, B is not bound by his answer.

62.—An acceptance must be unqualified, that is to say the offer must be accepted without modification.

An acceptance by which the terms of the offer are modified is deemed to be a refusal coupled with a new offer.

ILLUSTRATION.—A writes to B offering him a piano for sale for 500 baht. B answers that he willing to buy the piano for ~~500~~ ⁴⁰⁰ baht. B having modified the terms of the offer, his answer is a refusal. But B's refusal is at the same time an offer to buy the piano for 400 baht. If A accepts such offer within a reasonable time the contract of sale is formed. If he does not ^{accept} ~~send an acceptance~~ within a reasonable time, B is not bound by his answer.

63.—An offer is not binding if the offerer dies or becomes incapacitated before the acceptance reaches him.

ILLUSTRATION.—A, a merchant in Chiangmai, writes to B, a merchant in Bangkok, offering goods for sale. B