

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

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