

Postal rule of acceptance



**ASSIGN
BUSTER**

Four main justifications of Postal Acceptance Rule i. ' Ad infinitum'

Justification Postal rule had existed almost for 200 years and the post had been creating problems for people which the courts are obliged to solve them logically. Why it had been creating so many problems for people and that we will be discussing later on. For now let's look at the four main justifications for postal rule of acceptance. It came from Treitel and he believes that the four main justifications are for the creation of postal rule.

First of all, the first justification is the " Ad Infinitum" justification where its main rationale is that acceptance by post has to be valid on posting because if there were no postings which mean there is no contract formed. Based on the case of Adam v Lindsell, the defendant actually mail the offer of selling wool to plaintiff and the plaintiff was requested on mailing back to the defendant. Unfortunately there was an error in the offered price and plaintiff did not receive it.

We can thus conclude that the defendant had not receive the letter of acceptance and therefore the defendant assume that the plaintiff did not want to accept his offer so he sold the wool to a third party. There was actually a contract exists before the sale of the wool because acceptance made right after the mail is being mailed. Therefore, the defendant was liable in breach of contract. In this case, it might go on ad infinitum because once mail is being posted which means that acceptance is being made.

Of course, there is a high level of uncertainty because of the distance between the two parties causing them difficulties for the formation of contract. ii. ' Symbolic Act' Justification In this justification, rationale being that the offeror must be considered as continually making (the offer) until he

has brought to the knowledge of the person to whom it made that it is withdraw. Based on the case of Brogden v Directors of Metropolitan Railway Co, there was a contract sent by the defendant (Directors of Metropolitan Railway) to the plaintiff (Brogden) regarding the contract.

The plaintiff agreed the contract by signing it and return to the defendant. The defendant then filled in the blanks without informing the plaintiff about the acceptance. Since there is no acceptance being communicated between the both parties, the plaintiff did not supply the company with coals. Thus, there was subsequently a dispute arose that whether the written agreement was valid. Although the action of communication of acceptance had not been showed clearly, in fact the written agreement was valid despite no acceptance being informed.

Reason being both parties had already agreed on the terms of the contract without any objections. In the real world, we do not see an offeror consistently making an offer to people, and subsequently this justification seems to be attempting to affect a useful acceptance rule rather than providing any real rationale for the postal rule.

----- [1]. The Law of Contract, 11th Edition, 2003
page 25 [2]. Stevenson P. J, 2010 [3]. (1818) 1 B&A 681 [4]. Henthorn v
Fraser (1892) 2 Ch. 27 [5]. Stevenson P. J, 2010