

"Acceptance to an offer is what a lighted matchstick is to a train of gunpowder"

This statement is described by Anson which is related to the revocation of proposal & acceptance. The statement basically comes under English law. The segregated explanation is as under;

Gunpowder = offer

lighted matchstick = acceptance

The statement "Acceptance to an offer is what a lighted matchstick is to a train of gunpowder" is a metaphor that describes the binding effect of acceptance on a contract. Just as a lighted matchstick will ignite a train of gunpowder once it comes into contact with it, acceptance of an offer will create a binding contract between the parties.

This metaphor is particularly apt because both acceptance and the ignition of gunpowder are irreversible. Once an offer has been accepted, the parties cannot simply withdraw from the contract without legal consequences. Similarly, once gunpowder has been ignited, it cannot be extinguished.

The binding effect of acceptance is important for several reasons. First, it ensures that parties can rely on each other's promises. Second, it promotes fairness and certainty in commercial transactions. Third, it discourages parties from engaging in opportunistic behavior.

Of course, there are some exceptions to the general rule that acceptance is binding. For example, an acceptance may be revoked if it is made under duress or if the offeree is mistaken about the terms of the offer. Additionally, an offer may be revoked before it is accepted. However, these exceptions are relatively narrow, and the general rule is that acceptance of an offer creates a binding contract.

Here are some specific examples of how the metaphor of acceptance and gunpowder can be applied to contract law:

- Once an offer has been accepted, it cannot be revoked. This is because acceptance is like a lighted matchstick that has already ignited a train of gunpowder. The explosion has already begun, and it cannot be stopped.
- A party cannot accept an offer after it has been revoked. This is because the gunpowder has already been dampened or removed, and it can no longer be ignited.
- An acceptance must be communicated to the offeror in order to be effective. This is because the explosion cannot occur unless the lighted matchstick is actually brought into contact with the gunpowder.
- An acceptance can be express or implied. An express acceptance is one that is made in words, either orally or in writing. An implied acceptance is one that is inferred from the conduct of the parties. For example, if an offeree accepts an offer for goods by placing an order, this is an implied acceptance.

The metaphor of acceptance and gunpowder is a useful tool for understanding the binding effect of acceptance on a contract. It is a reminder that once an offer has been accepted, the parties are legally bound to perform their obligations under the contract.

This means that when a matchstick is lighted to a train of gunpowder and it explodes then something has happened which destroyed everything. Similarly when an offer is accepted, so then it will not be

revoked. But as we are concerned with a lighted matchstick is to show the gunpowder remains to insert and cannot be removed.

In short when the offer is accepted then the contract comes into legal existence, this ensures that once the acceptance is made it cannot be revoked. Because the offer is conditional but acceptance cannot be conditional. But in our Indian contract act, acceptance can be revoked by the quick means of communication. So that the offeree can learn something about before his/her acceptance.

When an offer is made to the other party (offeree) then for the contract to come in force there is a compulsion that that offer should be accepted by the offeree and he must communicate his acceptance to the offeror otherwise it would be assumed that there was no meeting of minds for the purpose of the contract to come in force. But at the same time, there is a condition attached to it that is that one can accept the offer only in its entirety and not conditionally.

If 'A' makes an offer to 'B' then he must accept the offer made by the offeror in the same terms and conditions as mentioned and if he makes some alterations to the original offer then he is deemed to have made a counteroffer and then the onus is on 'A' to accept or reject that counter offer.

As mentioned above the offeree must communicate his acceptance of the offer to the offeror. Here it is meant that the offeree must make the offeror informed that he is accepting the offer by either some express communication or by conduct.