

1 **13-810. Acceptance; manner of acceptance.**

2 _____'s notice of acceptance may be communicated in any reasonable way
3 [unless _____'s offer required a particular manner of acceptance].

4 USE NOTES

5 This instruction should be used with UJI 13-807 NMRA when the offeree's method of
6 communicating a purported acceptance is at issue. If the offeror claims that [~~he or she~~]they
7 requested a particular form of acceptance, the entire instruction should be given. If the only issue
8 is whether the acceptance was reasonably communicated, give only the first part of the instruction.
9 [Adopted, effective November 1, 1991; as amended by Supreme Court Order No. S-1-RCR-2025-
10 00126, effective for all cases pending or filed on or after December 31, 2025.]

11 **Committee commentary.** — Unless a particular method of acceptance is required in the offer,
12 acceptance can be made in any reasonable way. *Silva v. Noble*, 85 N.M. 677, 515 P.2d
13 1281 (1973); *Pickett v. Miller*, 76 N.M. 105, 412 P.2d 400 (1966); *Polhamus v. Roberts*, 50 N.M.
14 236, 175 P.2d 196 (1946). The reasonableness of the method of acceptance is a question of fact to
15 be determined by the jury, depending upon what would reasonably be expected by prevailing
16 business usages and other circumstances. *Polhamus v. Roberts*, supra; Restatement (Second) of
17 Contracts § 65. An oral or formal acceptance is not always necessary. *Keeth Gas Co., Inc. v.*
18 *Jackson Creek Cattle Co.*, 91 N.M. 87, 570 P.2d 918 (1973).

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