

**Legislative Council  
Bills Committee on Guardianship of Minors (Amendment) Bill 2011**

**Administration's Response to Issues Raised by Members  
at the Bills Committee Meeting held on 6 July 2011**

*Supplementary information in relation to the meaning and  
proof of "implied acceptance by the appointed guardian"*

As requested by Members of the Bills Committee on Guardianship of Minors (Amendment) Bill 2011 (the Bill) at the meeting held on 6 July 2011, this paper provides supplementary information on the meaning and proof of implied acceptance by the appointed guardian

2. Acceptance may be express, as when it is openly declared by the party to be bound by it; or implied, as where the party acts as if he or she had accepted. An offer may be impliedly accepted by conduct. For example, an offer to buy goods can be accepted by supplying the goods<sup>1</sup>.

3. After the death of the appointing parent, if an appointed guardian shoulders the responsibility for day-to-day care and upbringing of the minor, the guardian may be regarded as accepting the office impliedly by conduct. Objective tests would be employed to determine whether there is an acceptance of office with regard to the facts and circumstances of each case.

4. According to common law, an office could be accepted both expressly and impliedly unless it is specified that it has to be accepted expressly. To specify in the legislation that the appointed person can accept the office either expressly or impliedly by conduct is to provide more flexibility.

**Labour and Welfare Bureau  
July 2011**

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<sup>1</sup> Chitty on Contracts (p. 160, 13<sup>th</sup> Edition)