

stamped and addressed, in the mail at approximately 5:15 PM that afternoon. At about 8:00 AM the next morning, August 21, Cantu hand-delivered to the superintendent's office a letter withdrawing her resignation. This letter contained a San Benito return address. In response, the superintendent hand-delivered that same day a copy of his letter mailed the previous day to inform Cantu that her resignation had been accepted and could not be withdrawn. The dispute was taken to the state commissioner of education, who concluded that the school district's refusal to honor Cantu's contract was lawful, because the school district's acceptance of Cantu's resignation was effective when mailed, which resulted in the formation of an agreement to rescind Cantu's employment contract. Cantu argued that the mailbox rule should not apply because her offer was made in person and the superintendent was not authorized to accept by using mail. Is this a good argument?

7. Cantu was hired as a special education teacher by the San Benito Consolidated Independent School District under a one-year contract for the 1990-91 school year. On August 18, 1990, shortly before the start of the school year, Cantu hand-delivered to her supervisor a letter of resignation, effective August 17, 1990. In this letter, Cantu requested that her final paycheck be forwarded to an address in McAllen, Texas, some 50 miles from the San Benito office where she tendered the resignation. The San Benito superintendent of schools, the only official authorized to accept resignations on behalf of the school district, received Cantu's resignation on Monday, August 20. The superintendent wrote a letter accepting Cantu's resignation the same day and deposited the letter, properly