

## Paper for the 20<sup>th</sup> of October

The question whether an offer can be revoked by the offeror can be regarded as one of the most disputed questions in comparative contract law. Please elaborate on the different approaches in French, German and English law and explain how the different solutions fit in the respective theory of contract and juridical act.

NB: For French law, please be aware of the new wording of the Civil Code (which is a mere adaptation to the existing doctrine):

French Civil Code 1804	French Civil Code 2016 (as from October 1 <sup>st</sup> )
<p>No regulation about the offer, but cf. Avant-Projet Catala, 6.14 (p. 269)</p>	<p><u>Art. 1114</u> An offer addressed to a particular or undetermined person contains the essential elements of the future contract and expresses the will of the offeror to be bound if the offer is accepted. Without such will, the offer will be considered a simple invitation to enter into negotiations.</p>
	<p><u>Art. 1115</u> The offer may be freely revoked as long as it has not come to the knowledge of the person to whom it was addressed.</p>
	<p><u>Art. 1116</u> An offer may not be revoked before the time limit for acceptance, set by the offeror himself, expires; or where no time limit for acceptance is set, until after a reasonable period of time for the offeree to accept it has passed.  The revocation of the offer in breach of this prohibition hinders the conclusion of the contract. It [the revocation in breach of the aforementioned prohibition] leads to tortious liability of the offeror according to the usual conditions, excluding the obligation to compensate the loss of the advantages expected to be received under the contract.</p>
	<p><u>Art. 1117</u> An offer lapses if the the time limit set by the offeror expires; or where no time limit for acceptance is set, until after a reasonable period of time for the offeree to accept it has passed.  The offer lapses as well in the case of incapacity or death of the offeror.</p>