

54. — If it is agreed that acceptance shall have a retrospective effect, such effect cannot affect the rights acquired by third persons acting in good faith.

ILLUSTRATION (Sections 53 & 54). — On the 1st. of May A writes to B offering him a carriage for sale and asking that B should give an answer not later than the 10th. of May. On the 8th. of May A receives an answer from B that B is willing to take the carriage. The contract is formed on the 8th. of May.

If A had stipulated that B's acceptance should relate back to the time when the offer was made the contract of sale would be deemed to have been made on the 1st. of May. But should on the 3rd. of May A have sold the carriage to a third person C., who bought it in good faith, the **retrospective effect [stipulation]** could not affect C's right, that is to say C would remain the lawful owner of the carriage.

55. — An offer made *inter praesentes* is binding only if accepted at once.

An offer made by telephone is deemed to be made *inter praesentes*.

ILLUSTRATION. — A meets B and offers to sell him his motor — car. B does not accept immediately. A is not bound to B and is free to sell his motor — car to C.

The same rule applies if A telephones to B and B does not accept at once.

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