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64. — An offer is not binding if notice of its withdrawal reaches the offeree before or at the same time as the offer.

ILLUSTRATION. — On the 4th. of April A, a merchant in Bangkok, orders by letter goods from B, a merchant in Pre. On the 6th. of April, he sends a telegram to B cancelling his order [s]. The telegram reaches B before the letter. A is not bound by his order.

65. — A person who advertises that he will give a reward to whosoever shall do a certain act is bound to give such reward to any person who does the act.

66. — The advertiser can, at any time before the act has been done, withdraw his offer by the same means which he used for making it, except if he has declared in the advertisement that he would not withdraw it, or if he has fixed a period of time within which the act must be done.

67. — If it is impossible to find out from the wording of the advertisement or from the circumstances of the case how the reward shall be paid, the following rules shall apply:

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67.—If it is impossible to find out from the wording of the advertisement or from the circumstances of the case how the reward shall be paid, the following rules shall apply :

If several persons do the act specified in the advertisement, the person who does it first is entitled to receive the reward.

If several persons do the act at the same time, each of them is entitled to receive an equal share in the reward. But if the reward cannot by its nature be divided, or if according to the advertisement one person only is to receive it, the person to receive it must be designated by lot.

2. — DEFECTIVE CONSENT.

68. — Consent is defective if given under a mistake as to an essential element of the contract.

ILLUSTRATION. — A, a merchant in Bangkok, has two launches, an old one named N and a new one named X. At the time when he is out of Bangkok B sends a telegram offering to buy the launch X for 10,000 baht. In consequence of a clerical error committed at the telegraph office, the telegram delivered to A bears N instead of X. A answers by telegram : "offer accepted". A's consent is defective.

69. — Consent given under a mistake as to an essential element of the contract is not defective if the party whose consent was so given could have avoided the mistake by exercising such care as may be expected from a person of ordinary prudence.

A mere clerical error shall be corrected.

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