

to deliver the message only in its exact words, consequently the sender is not bound by a message altered in transmission.

An offer continues open for a reasonable time, having regard to all the circumstances, but may be expressly limited as to time. It may be revoked at any time *before acceptance* by communication to the other party of such revocation, even though it has given a fixed time for acceptance. An acceptance cannot be revoked after communication. A distinct refusal of an offer puts an end to the offer; it cannot afterwards be accepted; and the death of either party before acceptance has the same effect. A contract is in general deemed to have been made at the place of acceptance; in case of contracts made by post or telegraph, the place of the contract is determined by the place from which the acceptance is dispatched.

An executed consideration will not support a promise unless the consideration was moved by a previous request; but such request is implied by law, though not existing in fact, from the acceptance of a consideration offered. The consideration must appear not to have been intended as gratuitous or voluntary; as in the payment of money for another under circumstances implying a request to pay and a promise to repay; or the payment of money by an agent employed in business involving payment of money by him, or a request to draw or accept an accommodation bill, which implies a promise to indemnify against loss. But money paid or services rendered for another, without an express or implied request, creates no debt, though *consent* to such execution of consideration may have the effect of request or acceptance. A person obtaining a consideration even by wrong or fraud is still liable to pay on the implied contract. But where a contract has been induced by fraud, if the party defrauded chooses to affirm it, he must affirm it as it was made, and cannot set up any other contract.

If, after part performance of consideration by one party, further performance is prevented or refused *by the other*, he may be sued as upon present debt for the part per-