

1 **13-806. Offer; revocation; effect of performance.**

2 An offer may be withdrawn at any time before notice of its acceptance has been received.

3 To have withdrawn an offer, \_\_\_\_\_ (*name of offeror*) must have notified  
4 \_\_\_\_\_ (*name of offeree*) that the offer was withdrawn.

5 Once notice of withdrawal has been received, the offer may no longer be accepted and any  
6 attempt to accept thereafter will not be effective. If \_\_\_\_\_ (*name of offeree*) was  
7 notified that the offer was withdrawn, \_\_\_\_\_ (*name of offeree*) could no longer  
8 accept the offer.

9 [If, however, the offer allows for acceptance by performance, the offer cannot be  
10 withdrawn once performance has begun. Instead, a reasonable amount of time must be given to  
11 allow completion of performance. If \_\_\_\_\_ (*name of offeree*) had started  
12 performing before \_\_\_\_\_ (*name of offeree*) received notice of  
13 \_\_\_\_\_'s (*name of offeror*) withdrawal of the offer, then \_\_\_\_\_  
14 (*name of offeree*) must be given reasonable time to complete the performance. What constitutes  
15 reasonable time should be determined by you from the surrounding circumstances.]

16 [If the offer made by \_\_\_\_\_ (*name of offeror*) was accompanied by a  
17 promise not to revoke the offer and consideration was given for that promise, then the offer cannot  
18 be withdrawn by \_\_\_\_\_ (*name of offeror*).]

19 USE NOTES

20 The first two paragraphs of this instruction should be used where an offeror claims to have  
21 revoked the offer. The third paragraph should be given where the offeree claims that the offeree  
22 has justifiably relied on the offer by beginning the performance requested by the offeror. The fourth  
23 paragraph of this instruction should be used when the offeree claims that the offeree gave

1 consideration in exchange for the offeror’s promise not to revoke the offer and that an “option  
2 contract” was therefore created.

3 [Adopted, effective November 1, 1991; as amended by Supreme Court Order No. 14-8300-006,  
4 effective for all cases filed or pending on or after December 31, 2014; as amended by Supreme  
5 Court Order No. S-1-RCR-2025-00126, effective for all cases pending or filed on or after  
6 December 31, 2025.]

7 **Committee commentary.** — The offeror is [~~master~~]principal of the offer. Except for offers given  
8 for consideration (*see* UJI 13-814 NMRA) the offeror has the power to revoke the offer at any time  
9 prior to an acceptance by the offeree. *McCoy v. Alsup*, 1980-NMCA-035, ¶ 10, 94 N.M. 255, 609  
10 P.2d 337; *Tatsch v. Hamilton-Erickson* [~~Manufacturing~~]Mfg. Co., 1966-NMSC-193, ¶ 15, 76 N.M.  
11 729, 418 P.2d 187. A revocation must be communicated to the offeree to be effective. *See* [~~McCoy~~]  
12 Tatsch, 1966-NMSC-193, ¶ 15.

13 An offeror may, however, promise not to revoke an offer. If this promise not to revoke is supported  
14 by consideration or is otherwise justifiably relied on, an “option contract” is created and the offeror  
15 cannot effectively revoke the offer. *See* Restatement (Second) of Contracts § 87; J. A. Farnsworth,  
16 Contracts § 3.23.

17 [As amended by Supreme Court Order No. 14-8300-006]~~, effective for all cases filed or pending~~  
18 ~~on or after December 31, 2014~~]; as amended by Supreme Court Order No. S-1-RCR-2025-00126.]