

the offer is the moment of the meeting of minds. It is not a difficult thing to determine this moment in the case of contracts made in the presence of both parties, but the question becomes difficult and very important when the offer and acceptance are made by letter, telegram, messenger, or otherwise. At what moment is the contract consummated? Is it the moment of the posting of the answer, or the receipt of same? Is it the moment the message is started on its way or the moment it reaches and is thus communicated to the offerer. In general a communication of an acceptance is necessary to a forming of the contract. In this essential requisite complied with when the party to whom the offer is made does all he can do to deliver his acceptance (whether it ever reaches its destination or not) or must the acceptance have reached its destination before it can have the effect of binding the parties?

It is now decided that the acceptance is made when the acceptor has done all that he can to communicate his intention. The moment then despatch of acceptance is the moment the contract has its beginning and once having despatched the acceptance it is irrevocable. It is understood that one making an offer by letter is making that offer continuously during every instance of the time the letter is traveling, so that if the letter is delayed in transit, and on its receipt a letter is at once posted accepting the offer, the contract is complete, even tho' in the meantime the party offering may have sold the goods which were the basis of the offer. Suppose the letter of acceptance be lost and does not reach the party offering. Is there a contract? The logical result of the position that the contract is made when the acceptance is posted leads us to infer that the question demands an affirmative answer, and such is the law. The settled rule in our Courts is that the time of mailing the acceptance is the time the contract is complete, and that the subsequent fate of the letter is immaterial. This is so on the theory that the post office is the agent of the person who makes an offer by post, and the delivery

of the letter to the post is the delivery to the agent of the person making the offer.

Suppose that a letter revoking the proposal is mailed before the acceptance is mailed, this does not affect the result unless the revocation is received before the acceptance is mailed. One in making a proposal may state it as a condition to the making of the contract that the notice of the acceptance be received in order to be binding. Many other interesting and important conditions arise, a treatment of which we postpone until our next.

AN ARBUTUS ADVENTURE.

"I ought not to have taken a course in chemistry anyway. I have always heard that too close application to a technical course made one narrow-minded. Perhaps if I had taken a classical course or even a Latin scientific, I might be able to see some beauty even in an arbutus blossom that to me now is but a common place flower. Perhaps I might be able to content myself with second rate specimens and find them more than enough, instead of tramping over every acre of barrens in the county."

So said Tiberius Turnip to himself as he wandered through a dismal stretch of swamp in search of the first wild flower of spring. He was not a very sociable youth, this Tiberius Turnip, and had selected a technical course simply because he had been advised to do so, and had banished, or tried to banish, all ethical and ideal subjects from his mind. In this he had partly succeeded. For days at a time his mind would be content to remain occupied with test tubes and wash bottles, but at times like the present, when the sun was an hour high, and trailing arbutus a beautiful mirage a half mile across the barrens, his mind would wander from its accustomed path and seek the beautiful plains of idealism.

As he stalked along with his hat half filled with second rate arbutus, his mind was filled with misgivings, and he felt like a belated traveler who