

contract. If this provision is made in the offer, the letter of acceptance should be written within twenty-four hours, if possible. One party wrote another, "If you will send me a cheque to cover the amount of your note, I will send it to you on receipt of the cheque. Let me hear from you by return mail." This letter was received on March 29th but a reply was not sent until April 3rd. Proceedings had already been started and the Court decided that as the Second Party had allowed four days to elapse before replying, even if two were holidays, he was not entitled to benefit from the original offer. He had to pay the costs, of course.

The following suggestions and general information will be of value when accepting or making offers by mail and telegraph.

(1) An offer by letter remains a continuing offer until the letter is received, and for a reasonable time thereafter.

(2) The offer may be revoked at any time before acceptance, but when it is accepted by the deposit of a letter in the mail, the contract is complete.

(3) When the contract is completed by the mailing of a letter of acceptance, the one who accepts is not responsible for a delay or loss which follows. He may enforce his contract, even if the letter of acceptance never reaches its destination.

(4) The acceptance must follow strictly the terms of the offer, and must be in the manner prescribed. An acceptance which in any way qualifies the terms of the offer amounts to a refusal of the offer, and no binding agreement can result.