There can be no contract unless there is an offer and an acceptance of that offer. If there is a contract, then either party may—as in *Mackay* v. *Dick*, 6 A. C. 251—by his conduct dispense with the fulfilment of the contract, according to its terms, by the other; but so far as I can find it has nowhere been suggested that one who has made an offer can dispense with an acceptance to create a contractual relationship. There would obviously be no mutuality.

Upon a different ground I think also that the plaintiff fails. Dr. Doolittle was an agent for sale. He had also the option referred to. He was re-selling to Beer at an advance of $2,000. He falsely stated to Lea that he was selling at an advance of $400. In *Bently* v. *Nasmith*, 46 S. C. R. 477, it was held that where an agent had under the terms of his employment a right to himself become the purchaser, he could not purchase until he had divested himself of his character as agent, and that to do so he was bound to disclose all the knowledge he had acquired as to the probability of selling at an increased value; and, a fortiori, he must honestly disclose the facts with relation to any contract of re-sale which he may have already made.

The question as to the duration of the option is both important and interesting. In *Cornfoot* v. *Royal Exchange*, [1903] 2 K. B. 363, and [1904] 1 K. B. 40, the Court of Appeal determined that thirty days, in an insurance policy —whereby a ship was insured for thirty days in port after arrival—meant thirty consecutive periods of twenty-four hours, the first of which began to run upon the arrival of the ship in port.

I can see no reason why the same meaning should not be attributed to the expression in all contracts. Any attempt to give any other meaning would create difficulty. It is true that in most cases the law takes no notice of the fraction of a day; but this rule has been modified, and the true principle now seems to be that as between private litigants the exact time can be ascertained when necessary to determine the rights of the parties litigant. See *Clark* v. *Bradlaugh*, *L. R.* 7 Q. B. D. 151, and 8 Q. B. D. 63; *Barrett* v. *Merchants Bank*, 26 Gr. 409; *Broderick* v. *Broatch*, 12 P. R. 561.

The action, therefore fails; but I think the circumstances justify me in dismissing it without costs.