

2. Sections 4 and 29 of the Real Property Limitation Act, R.S.M. 1902, c. 100, ss. 4 and 29, do not apply to such a claim, but that s. 24 of the Act would, if it had been pleaded, bar the action, except as to the ten years preceding its commencement; but, as it had not been pleaded, the plaintiff was entitled to recover all the arrears.

Kilgour, for plaintiff. *McKay*, for defendant.

Province of British Columbia.

SUPREME COURT.

Hunter, C.J.] *LITTLE v. HANBURY.* [Oct. 10.
Contract—Negotiation—Incompleteness—Acceptance of offer not proved.

Defendant telegraphed "Propose to go in from Alert Bay over to West Coast of Island hunt elk; guarantee one month's engagement at least from arrival here, take earliest date you could arrive here; Paget recommends; state terms; wire reply." Plaintiff telegraphed in reply: "Five dollars per day and expenses," upon which the defendant telegraphed, "All right, please start on Friday," but received no reply, and on the same day telegraphed the plaintiff: "Sincerely regret obliged to change plans and therefore will not be able to avail myself of your services. Kindly acknowledge receipt of this wire, collect."

Held, that there was no contract. The telegram from plaintiff to defendant was not an acceptance of defendant's offer, but was merely a quotation of terms and could not bind plaintiff except as to terms. The acceptance of the defendant's offer of an engagement must be expressed and could not be implied. *Harvey v. Facey* (1893) A.C. 552, followed.

Fell, for plaintiff. *Langley*, for defendant.

Full Court.] *ESQUIMALT & NANAIMO RY. CO. v. HOGGAN.* [Oct. 31.

Costs—Where suit is defended by the Crown—Vancouver Island Settlers' Rights Act, 1904.

In a statute declaring certain settlers entitled to mineral rights on their lands, there was a provision that any action at-