

using pen and ink, so that the original words can be seen. Then write the correction above it.

CONTRACTS BY MAIL AND TELEPHONE.

The question often arises, when is a business proposition that is mailed or telegraphed legally presented? When is the communicated acceptance or refusal binding, and under what condition? Few business men can answer offhand these questions, although countless contracts are made through the post office and over the telegraph wires.

There are certain principles which the Courts apply when called upon to settle disputes arising from such contracts, and these should be kept in mind. On some of the finer points involved there is a conflict of legal authority, but there are fundamental rules that if followed will avoid endless trouble.

For instance, suppose a firm in Kingston writes to one in Ottawa offering twenty tons of coal at Eleven Dollars a ton. The Ottawa firm reply by next mail accepting the offer, but the letter is lost in the mails. If in the meantime, coal has advanced Two Dollars a ton, does the Ottawa firm lose the contract? No. The contract was legally completed when the letter was posted. The offer was made by mail, and, therefore, an acceptance was communicated to the post office, which was the Agent in transmitting the offer. The Kingston firm took chances on the loss of the acceptance, and it, therefore, follows, that after a letter of acceptance is mailed the contract to which it refers cannot be revoked or changed by a subsequent letter. If an