

rallway; and with all other us-ary or incidental rights, powers ges as may be necessary or con-the attainment of the above ob-

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MONTREAL.

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VICTORIA

Flour.

the City of Victoria, B.C., this. January, 1900.

BODWELL & DUFF, Solicitors for the Applicants.

AUTHORISING AN EXTRA-NCIAL COMPANY TO CAR-RY ON BUSINESS.

OMPANIES ACT. 1897."

CANADA: British Columbia,

TO CERTIFY that the "Golden esnelle, Limited," is authorised and to carry on business within nee of British Columbia, and to or effect all or any of the objects. ompany to which the legislative of the Legislature of British extends. of the extends.

office of the Company is situate

ant of the capital of the Com-550,000, divided into 350,000 office of the Company in this situate in Victoria, and Joseph vil Engineer, man

Engineer, whose address is aid, is the attorney for the

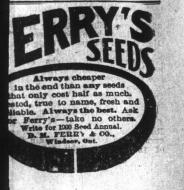
ects for which the Company has blished are set out in the Certi-Registration granted to the Com-he 18th day of August, 1896, pub-the B. C. Gazette on the 10th Sep-

r my hand and seal of office Province of British Columbia, y of February, one thousand

S. Y. WOOTTON. sistrar of Joint Stock Companies.

hereby given that application de to the parliament of Canada session for an act to extend the ted for the commencement and of the undertaking of the Cow-by Railway Company.

H. J. WICKHAM, Solicitor for the Applicants, ronto, 5th January, 1900.



lowest of their rivals. Is such a tender legal? The principle involved recently came before the court for determination, and, in giving judgment, the justice stated that to sustain the principle would be to and, in giving judgment, the justice stated that to sustain the principle would be to encourage trickery and chicanery. It would be opening the door to the grossest fraud. From this Engineering infers that a contractor who endeavored to secure an order by offering to undertake a piece of work for a sum less that named by any of his strais would meet with short shrift in a court of justice. Where there is an express undertaking that the lowest tender will be accepted, or where there is an im-pled term to that effect, it becomes im-plete term to that effect, it becomes im-plete term to that effect, it becomes im-plete, there would be a complete contract between them and the maker of the bowest tender, there would be a complete contract between them and the maker of the bowest offer, as soon as the latter had dropped his letter of acceptance into the post, although it might not be received at all. A tender ind acceptance may amount to a contract, although the acceptance re-fers to a formal contract to be drawn up afterwards. Thus, where a defendant sent in a tender to do work for the plaintiff, and it be plaintiff's agent replied accepting the tender adding. "The contract will be pre-pared by-and-by, it was held that the ten-ders and acceptance formed a complete, con-tract. In another case sealed tenders were to be sent, and all contractors, it was an-nounced, would have to sign a written con-tract after the acceptance of the tender. A tender submitted was accepted, but im-mediately afterwards withdrawn, and the sourts decided, that as a written con-tract, so as to render the defendant liable. Not only should the contractor who deals with a company or corporation be careful to do so under their seal, but it is impori-ant for him, in some cases, to have a con-tract drawn up of a more formal natures than a mere tender and acceptance. The sinctior sent in a letter to a rallway com-any for the creation of part of the works. How as informed that his tender was ac-ceptici and that intimation was contirme

cept 2001. less than that submitted by

Rev. Andrew MacNab. Lucknow, Ont. Northwest Farm and Home. Illus-brated Weekly, 50 cents per year, Seat-bie, Wesh.