

British Columbia, and the "Mineral Act Amendment Act, 1899," such interest cannot afterwards become reinvested in the original owner by the issue of a special free-miner's certificate, procured by such free-miner, or any person claiming through him. Appeal dismissed with costs.

*Peters, K.C., and Lennie, for appellants. Taylor, for respondent.*

B. C.]

HARTLEY v. MATSON.

[Nov. 17, 1902.

*Mines and minerals—Placer mining—Hydraulic concessions—Staking claims—Annulment of prior lease—Volunteer plaintiff—Right of action—Status of adverse claimants—Trespass.*

In an action by free-miners who had "staked" placer mining claims within the limits of a concession granted for purposes of hydraulic mining, to set aside the hydraulic mining lease, on the ground that it had been illegally issued, and was null and of no effect,

*Held*, that where there was a hydraulic lease of mineral lands in existence, the mere fact of free-miners "staking" claims on the lands included within the leased limits, did not give them any right or interest in the lands, nor did they thereby acquire such status in respect thereto as could entitle them to obtain a judicial declaration in an action for the annulment of the lease. Appeal dismissed with costs.

*Peters, K.C., for appellant. Latchford, K.C., and McDougall, for respondent.*

B. C.]

COLONIST PRINTING CO. v. DUNSMUIR. [Nov. 17, 1902.

*Company—Election of directors—Agreement among promoters—Control of election—B. C. Companies Act, 1890.*

A provision whereby it is sought to give to the holders of a minority of the shares in a joint stock company, incorporated under the British Columbia Companies Act, 1890, the right of electing the majority of the board of directors, from time to time, when directors are to be elected, is illegal and ultra vires of the corporation, being repugnant to the conditions imposed by the statute in the interests of the public. Judgment appealed from (9 B.C. Rep. 278) reversed. Appeal allowed with costs.

*Robinson, K.C., and Gregory, for appellants. Peters, K.C., for respondents.*

B. C.]

OPPENHEIMER v. BRACKMAN & KER MILLING CO.

[Nov. 17, 1902.

*Sale of goods—Condition as to acceptance—Post letter—Time limit—Term for delivery—Breach of contract—Damages—Counterclaim—Right of action.*

The appellant, O., wrote a letter, dated 2nd October, 1899, offering to supply the company with thirty-seven car loads of hay at prices mentioned,