

to you it would be satisfactory to draw when shipment was made, for about \$25,000 value of the grain, and the balance to be stored in your elevator subject to our order, payments to be made at your convenience, you to pay us interest at the rate of 6 per cent. and the actual cost of insurance. I further stated that you could if you wished fix the price of the wheat on the basis of to-day's close, which would be 82 cents for the one hard and 78 $\frac{3}{4}$ for the two northern. Ellis sold one hard wheat for me to-day that nets us 82 cents cif. Goderich. G. R. Crowe."

Defendants replied by telegram 23rd May: "We accept half No. one hard half No. two northern price fixed date shipment or sooner. Lake Huron and Manitoba Milling Co."

Plaintiffs wrote 23rd May as follows: "Since writing you yesterday, we have your telegram accepting our offer of a cargo of wheat about half one hard and half two northern, the quantities of each to be made to conform with the ship's compartments, and the price is 3 cents over New York July for the one hard and $\frac{1}{4}$ cent under New York July for the two northern, cif. Goderich. Since writing you yesterday I have engaged the steamer 'Rosedale' to take this cargo. Of course, if any mishap to the Rosedale should occur, I would have to get another boat. The Northern Elevator Co., Ltd., G. R. Crowe, general manager."

Defendants wrote on the same day to Mr. Crowe: "We received your wire yesterday, and regret that we were not able to answer promptly, having had considerable difficulty getting the manager over the 'phone at Toronto. However, we wired this morning accepting your offer of a cargo of about 80,000 bushels half one hard, half two northern, cif. Goderich, prices to be fixed date of shipment or sooner, at 3 cents over New York July for one hard and $\frac{1}{4}$ under for two northern. We will write you further regarding payments, but in the meantime they stand as per our telegram. We will probably be able to arrange to accept sight draft for between 30,000 to 40,000. Yours very truly, Lake Huron and Manitoba Milling Co., Limited, C. A. McGaw, secretary."

These letters and telegrams constitute the contract.

On 28th May plaintiffs telegraphed: "Probably send Algonquin to-morrow;" and offering a surplus 15,000 bushels