and in this action, was dated the 17th March, 1920. It set forth that, in consideration of the covenants, etc., of the defendant, the vendors (plaintiffs) "hereby demise unto the vendee" (defendant) "their lime stone quarry and the lime-making plant situate . . . from the date hereof until the 15th May, 1920;" and the plaintiffs covenanted: (1) to give the defendant the option to purchase the quarry and plant up to and inclusive of the 15th May, 1920, for $20,000, payable in the manner set forth; (2) to supply the defendant with sufficient coal to make 250 tons of lime, and bags to bag up the hydrated line; (3) to purchase from the defendant the lime manufactured by him at the market-value as sold to dealers; (4) to advance the defendant cash amounting to one-half the value of each car as shipped; and (5) to return to the defendant, at the expiration of the option, money spent by him in repairs up to $150.

The defendant, for the foregoing considerations, covenanted: (1) to return to the plaintiffs the money or its equivalent in lime for material bought by them and used in manufacturing; (2) to operate the plant from the execution of the agreement until the 15th May, 1920, and to produce 250 tons of lime; and (3) to bag and ship the lime to the plaintiffs in Toronto or to such place or places as they might direct.

Throughout the document the plaintiffs were referred to as vendors and the defendant as vendee, and from its whole tenor it was evident that it was meant not merely as a promise to give an option but as an actual giving of an option open for acceptance by the defendant up to and including the 15th May, 1920, and containing terms appropriate for the carrying out of a contract for sale.

No real difficulty presented itself in determining the character of the document, and there was no inconsistency in the existence of a tenancy terminating on the 15th May, 1920, and a contract for sale and purchase, should the defendant decide to accept the option.

Fulfilment of the defendant's agreement to deliver lime was not a condition precedent to his right to accept the option to purchase the property and plant. The two agreements—the leasing to the 15th May and the option to purchase—were independent.

On the 11th May, the defendant notified the president of the plaintiff company that he would accept the offer and carry out the purchase. The president admitted that he made no objection to the defendant's declaration that he would carry out the purchase, and neither said nor did anything to indicate that the defendant would not get the property. The acceptance was not in writing, but that was not necessary: Reuss v. Picksley (1866),