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APRIL 24TH, 1902.

DIVISIONAL COURT.

BASTON v. TORONTO FRUIT VINEGAR CO.

*Contract—By Correspondence — Proposal — Acceptance — “Final Arrangements.”*

Carlile v. Carbolic Smoke Ball Co., [1893] 1 Q. B. 256, distinguished.

Appeal by plaintiff from judgment of FALCONBRIDGE, C.J., dismissing the action.

S. B. Woods, for plaintiff.

No one appeared for defendants.

MEREDITH, C.J.—The action is brought to recover damages for the company's refusal to carry out an alleged contract between the plaintiff and them for the purchase by them from her of the whole of her crop of cucumbers grown in the year 1900.

The company had purchased the plaintiff's crop in 1899, and the agreement for that year is in writing and contains full particulars as to the quantity of ground to be planted, the times for delivery, price, quality, etc.

On 5th May, 1900, the plaintiff wrote to the company as follows:—“Are you going to buy cucumbers this year at Stouffville, and what are you going to pay for them? Please let me know, as I want to make a contract with some one for them, as I want to put in quite a few this year. As you have always dealt fair with me, I would like to sell you some more this year. Please let me know by return of mail.” The company replied by post card on the 6th May, as follows:—“Yours of the 5th instant to hand, and in reply may say we are pleased to learn you are going to do a lot of growing this year, and will be pleased to take all you grow at same price as last year. We will see you later and make final arrangements.” The plaintiff subsequently