

on the Mississauga river of the kind of timber contracted for, and, second, an agreement that under the contract the 2 per cent. discount referred to should be allowed. It seems almost incredible that a shrewd, capable business man, as Forster appears to be, should have put his name to a written contract to bind his company and omitted to insert therein these two material factors. He says that the question of the guarantee of the 5,000,000 cut was discussed before the signing of the contract. It could have been made certain by the insertion of a dozen words, but he did not insert them. According to his version of the matter, the question of the discount apparently came up after the contract was signed; but even then a few words in writing could have been inserted in the contract to have made what he says was the agreement clear and intelligible and the contract re-acknowledged. Yet this was not done.

Subsequently the first monthly payment under the contract was made without any deduction of the 2 per cent. discount. The plaintiffs say this was by oversight.

On June 15th, 1910, the plaintiffs wrote the defendant lumber company as follows: "We beg to advise you that we are charging your account with \$200, being the 2 per cent discount on the \$10,000 note which we paid to-day. This confirms the conversation Mr. Forster and the writer had with your Mr. Harry Bishop when in our office to-day. Thanking you to kindly give us credit for this amount, we remain." In reply to which the defendant lumber company wrote to the plaintiffs on the 23rd June, as follows:—

"Replying to your letter of June 15th in regard to the 2 per cent. discount on the \$10,000 note. The writer stated to you that he believed that you were justly entitled to the 2 per cent. but that your contract did not call for same, and that at the end of the season, if everything went along right and smoothly between us, that he would use his best endeavours to have this discount allowed, but did not agree to allow it at the present time."

On July 22nd, the defendant lumber company also wrote the plaintiffs and I quote an extract from the letter:—

"We are in receipt of your note dated July 15th, for \$51,671.63, which has been placed to your credit. We note that you have deducted 2% discount on \$20,000 cash paid. Your contract does not provide for this and at present we cannot see our way clear to allow it. You will please send