

defend, I use without hesitation. Any weapon is good with which I can strike a blow at the enemy." When the Advocate-General asked: "Would you publish a document knowing it to be stolen?" some replied frankly, "Yes, even knowing that it was stolen;" one answered, with a smile, "Oh, I am not inquisitive;" and one made the still neater response, "There is no theft in the case; it is simply expropriation in the interests of the public."—*Pump Court.*

SPECIFIC PERFORMANCE OF AGREEMENTS BY LETTERS.—Numerous decisions have established the fact that an agreement for the sale and purchase of realty so as to satisfy the requirements of the Statute of Frauds, may be entered into by letters passing from one person to another, when such letters contain all the terms of the bargain. Where there is an offer to sell a specified property at a given price by one party, and a simple acceptance of that offer by the other, no difficulty arises. But where the acceptance is accompanied by some new stipulation, or exception, or where the parties show by subsequent negotiation in the matter that they do not consider the letters to amount to a complete and final agreement, as where both of them afterwards seek to introduce new conditions into the bargain, it then becomes a question whether there is an agreement that can be specifically enforced at the suit of either party. Recent cases on this subject, though somewhat difficult to reconcile on some points, agree in others; and it appears to be now established by several decisions that the fact that a simple acceptance of an offer contains a statement that the acceptor "has instructed his solicitor to prepare a formal agreement" does not render such acceptance a conditional one. If the true and essential ingredients of a contract, the parties to the bargain, the description of the property and the price to be paid, be clearly stated, then although the contract may not be set forth in the form which a solicitor would adopt if instructed to draw up the agreement in writing, an acceptance by letter will not the less constitute an agreement between the parties merely because the latter may say, "We will have this agreement put in due form by a solicitor:" (see *Rossiter v. Miller*, 39 L.T. Rep., N.S. 173; 3 App. Cas. 1124; *Bolton Partners v. Lambert*, 60 L.T. Rep., N.S. 687; 41 Ch.Div. 295, C.A.) And it would seem that the fact that the acceptance concludes with the words "subject to the title being approved by our solicitors," does not make such acceptance a conditional one—these words seemingly meaning nothing more than a guard against the title being accepted without investigation, but that it should be subject to investigation in the usual way: (*Hussey v. Horne-Payne*, 41 L.T. Rep., N.S. 1; 4 App. Cas. 311.)

In the recent case of *Bolton Partners v. Lambert* (*supra*) the facts, sufficient for our purpose, were these: After some preliminary verbal negotiations between the parties, the defendant, on the 8th Dec., 1886, wrote to the plaintiffs offering to take from them a lease of their works for the remainder of the plaintiffs' term, at a yearly rent of £3,500 payable quarterly, with an allowance of £500 from the first quarter's rent on account of repairs, etc. On the 9th of that month Mr. Scratchley, a director of the company, wrote to the defendant, stating that his