

Lindsay said, would be signed. This indicated that the parties had not arrived at a contract. A letter from one of the contracting parties to the other may conclude a bargain even when a more formal contract is contemplated; and the Statute of Frauds may be satisfied by a letter written by one contracting party to his agent, in which the terms of an agreement are set out. But when there is in fact no agreement, a letter to an agent instructing the preparation of a formal document to be signed by both parties, if satisfactory, does not make a contract—far less is it any evidence of a contract. There is as yet no meeting of the minds in agreement.

There was a lack of accord about a most important matter, which would have become apparent when any formal lease came to be drawn up. The plaintiffs intended to lease the whole building, and thought that Wilson was in possession of the three flats. The defendants never intended to give up their use of the top-floor.

The action failed. There should be no costs, partly for the reason that Grace by his conduct provoked the litigation and partly to mark disapproval of the concealment by the defendants of a certain letter from Grace of the 16th August.

Action dismissed without costs.

MIDDLETON, J.

MAY 28TH, 1920.

BRITISH WHIG PUBLISHING CO. v E. B. EDDY
CO. LIMITED.

Contract—Construction—Supply of Paper—"150 Tons Approximately per Year."—"The Whole of the Purchasers' Requirements"—Delivery Exceeding 150 Tons in each of two first Years—Application of Excess on Amount to be Delivered in third Year—Estimate—Breach of Contract—Damages.

Action for damages for breach of a contract.

The action was tried without a jury at Kingston.

A. B. Cunningham, for the plaintiffs.

G. F. Henderson, K. C., and G. Powell, for the defendants.

MIDDLETON, J., in a written judgment, said that the case turned upon the construction of an agreement in writing, the material clause of which was: "The company agree to sell and the purchasers to purchase during the period commencing on the 1st