

Plaintiffs' solicitor replied on 29th March, 1906. Defendants wrote to plaintiffs' solicitor on 31st March again, calling up the agreement or proposals of 23rd December. Plaintiffs' solicitor wrote to defendants on 5th April, 1906, submitting 3 proposals as to what was to be done with the engine.

Defendants wrote on 7th April to plaintiffs' solicitor, still adhering to the agreement of 23rd December, and ignoring or misunderstanding plaintiffs' proposals.

Plaintiffs' solicitor wrote to defendants on 20th April, stating: "He (Mr. Bell), expects you to fulfil your contract and provide him with an engine capable of producing 17 horse power in good running order, and in accordance with the contract on which the engine was first shipped . . . It must be distinctly understood that the engine when put in shape must be capable of developing 17 h.p., under the working conditions provided for in the original contract."

Defendants wrote to plaintiffs' solicitor on 23rd April, in part as follows: "Replying to your favour of the 20th, would say it will be necessary to have Mr. Bell's engine here not later than May 15th, but might state he has never advised us yet in which way he wants the engine repaired. . . . We shall be pleased to receive the balance of his payments at once, and advise how he wants his engine repaired, and if it will be here by 15th May, we will put the engine in shape as quickly as we possibly can."

Apart from what follows, that was an election by defendants for plaintiffs of the first rather than the second of the proposals in the proposed agreement of 23rd December. It was "to put the engine in shape" to do the work necessary in the outfit, for which plaintiffs were asked to pay.

On 1st May, defendants wrote to Edwin Bell, deprecating the necessity for correspondence with solicitors, and then say: "We intend doing what is right with you in every respect. . . . If you keep your present engine, and send it here near threshing time, we will be so busy that it will be almost impossible to get it out in time for you. . . . This engine should have been sent here some time ago—and while we were not too busy, and we would put it in shape and return promptly. . . . We shall be glad to hear by return mail and advise definitely just what time you propose shipping the engine . . . and at the same time advise us just exactly what you want done."