

5. Where documents can be connected by a reasonable inference, although there is no express reference from one document to the other, they may be read together so as to constitute a complete memorandum under the Statute of Frauds (sec. 4).

Bristol, etc., Aerated Bread Co. v. Maggs, 44 Ch.D. 620, applied; and see *Treadgold v. Rost*, 7 D.L.R. 741, 749.

6. A company may be estopped from setting up that the alleged stipulation relied upon by the other contracting party and set forth in a letter purporting to confirm the contract was in fact a variation from the terms already agreed upon, if the company without notifying the other party of its repudiation of the variance proceeds with the fulfilment of the contract in other respects; and this although such letter when received by the company was not brought to the attention of any of its officers or employees having authority to deal with the matter, of which circumstance the sender had no knowledge.

7. Where the contract provides that an extension of the original term for which exclusive selling rights of a copyright book are granted "shall be obtained" for another period by taking a specified quantity from year to year thereafter, the court may give effect to the renewal rights, although no notice was given during the original term of an intention to exercise the renewal option, where the election to renew was made within the first renewal year, and the other party has not been prejudiced by the delay.

See *Dainty v. Vidal*, 13 A.R. 47; *Barlow v. Williams*, 16 Man. L.R. 164; *Farley v. Sanson*, 5 O.L.R. 105.

A. B. Hudson, and *H. E. Swift*, for plaintiffs. *C. P. Fullerton*, K.C., and *C. S. Tupper*, for defendants.

(The judgment is given in extenso, ante, p. 361.)

Bench and Bar.

JUDICIAL APPOINTMENTS.

His Honour John Lynden Crawford, judge of the District Court of the district of McLeod, province of Alberta: to be the junior judge of the District Court of the district of Edmonton, in said province. (March 19.)

Edward Peel McNeill, of McLeod, province of Alberta, barrister-at-law: to be judge of the District Court of the district of