supplied, on which the commission was admitted and paid to the respondent.

In construing the words used by the parties it is well to remember the principle stated by Lord Esher, M.R., in *Hart* v. *Standard Marine Insurance Co.* (1889), 22 Q. B. D. at p. 501 :—

"If the words are capable of two meanings you may look to the object with which they were inserted, in order to see which meaning business men would attach to them."

The situation of the parties, their respective occupations, what they were contracting about, and the way in which they contemplated the business was to be done are all legitimate factors in this determination. But in this case the question is really narrowed down to ascertaining whether the contract with the Buntin Reid Co. in itself is an "accepted order" within the meaning of the principal agreement.

The Buntin Reid Co. contract contains a consent to purchase "certain papers" known as "Reliance coated book, coated either one or two sides." The appellants, in consideration of the agreement of the Buntin Reid Co. to purchase "goods of the Reliance grade, amounting to not less than the sum of $35,000" were to supply such coated papers known under the trade name of Reliance Coated Book, or Reliance Coated Litho, at a price of $6.50 per 100 lbs." There is a further provision that this price of $6.50 per 100 lbs. shall include delivery free of all charges, to such points as Toronto, Hamilton, etc., and a guarantee "that the quality in all particulars is fully up to the standard of samples submitted."

Under this contract the grade is specified, the trade names designated, and the quality is referred to certain samples, but the quantities, sizes and thicknesses of paper within these limits is apparently left to be determined by the requirements of the Buntin Reid Co., and the delivery is to be made at various named points.

If no further action was taken by the Buntin Reid Co. in the way of designating just what they wanted from time to time, it may be that an action would lie against that company. If it did, the action would be for damages, for it is not a contract which could be ordered to be specifically performed. But if they asked for certain shipments to be made of designated sizes, etc., and these were not responded to, or when furnished, failed to come up to the grade and