

Britton, J.]

QUEEN'S COLLEGE v. JAYNE.

[April 28.]

Vendor and purchaser—Contract for purchase of land—Negotiations—Incomplete contract—Specific performance.

The plaintiffs' solicitor wrote to the defendant suggesting that the latter should offer \$13,000 for a farm owned by the plaintiffs, of which the defendant had a lease. The defendant wrote in answer, "I have concluded to purchase the farm at your price, \$13,000," and the plaintiffs' solicitor replied, "I accept your offer of \$13,000." In none of these letters was anything said about the terms of purchase, except that in the first the solicitor stated that the terms of payment could be made very easy. At a subsequent interview between the defendant and the solicitor, terms of payment were discussed, and the solicitor made an informal memorandum of the mode, time, and amount of payments to be made by the defendant, which the defendant signed, but refused to sign a formal agreement afterwards drawn up by the solicitor, containing the same provisions with the addition of one for payment of interest.

Held, that no completed contract had been established; and an action to compel specific performance was dismissed.

Bristol, Cardiff and Swansea Aerated Bread Co. v. Maggs (1890) 44 Ch. D. 616, and *Hussey v. Horne-Payne* 4 App. Cas. 311 followed.

Farrell, for plaintiffs. *Whiting*, K.C., for defendant.

Falconbridge, C.J.K.B., Britton, J., Magee, J.]

[May 8.]

TOWNSHIP OF ELMSLEY v. MILLER.

Discovery — Production of documents — Privilege — Documents secured in view of possible litigation.

Documents obtained by the solicitors of the plaintiffs to aid them in forming an opinion as to the legal rights of the plaintiffs in reference to a road, are privileged from production in an action brought as a result of the opinion formed by the solicitors, notwithstanding that an action was not expressly contemplated when the solicitors were instructed to obtain the necessary information and give the opinion.

Learoyd v. Halifax Joint Stock Banking Co. (1895) 1 Ch. 686 followed. Decision of TERTZEL, J., affirmed.

C. A. Moss, for plaintiffs. Grayson Smith, for defendants.