

Admitting that parties might bind themselves by so one-sided a contract as such a condition would create, it would never be inferred from evidence such as I have quoted, especially where we have the contract drawn up by the defendant himself, "to embody the terms of the agreement," as he says, and it contains no such provision. In addition to this "I think this memorandum of agreement signed by the parties and drawn up by the defendant for the purposes I have mentioned is available for the plaintiff as a foundation for this action, though the defendant intended giving it to his solicitor for his guidance in carrying out the agreement of which the signed memorandum was the legal evidence. If two parties negotiate by correspondence and eventually arrive at a point where all the essential terms of a contract have been determined and agreed upon, the contract is enforceable though it appears by the correspondence that it was the intention of one of the parties that the agreement was to be put in due form by a solicitor. *Rosster v. Miller* (1878), 3 A. C. 1124.

The defendant, however, says: The title which you offer me is not good; at all events it is not such a title as I can be compelled to accept. In the first place the beneficiaries under the will must join in the conveyance and in the second place there are memorials of judgment on record against one or more of the beneficiaries. As to the first question the evidence shews that a conveyance duly executed by the plaintiffs as trustees, and by the widow and children except one, was tendered to the defendant and he refused to accept it. Though six of the beneficiaries joined in the conveyance it was not because that was necessary, but only in order to meet the wishes of the defendant's solicitor. And the plaintiffs now claim that a conveyance executed by themselves as surviving trustees and by the widow will give a good title to the defendant, free from all incumbrances, and satisfy all the requirements expressed or implied in the contract of sale.

The testator by his will, after making a specific legacy and giving directions as to the payment of his debts, gave to his wife "Eliza A., during the term of her natural life, the household stores, furniture and effects of every description whatsoever, which may be found in my dwelling-house or belonging thereto at the time of my death, as well as all animals, carriages, sleighs, waggons, harness, stable implements, goods and effects contained in and about the barn in connection with my premises, with full power to my said