

The Goodison traction engine did not work satisfactorily. All that was done seems to be fully set out in the reasons for the judgment of the trial Judge.

Then on 23rd December, 1905, this agreement was made between defendant and plaintiff Edwin Bell: "We agree to repair your traction engine purchased from us the past season in either of the two ways hereinafter mentioned, to be decided by you:—

"(1). We will put a new cylinder on your engine with a new valve, repair the flues, and pay freight on the engine to the shop from your place, and also back again, all of the above being done free of charge.

"(2). We will put a new boiler on your engine with 7 foot flues and repair the engine, you to pay us \$150 and freight one way. We pay the freight the other way.

"You agree to accept either one of the above proposals, and to pay your payments according to the original contract.

"The John Goodison Thresher Co., Ltd.

"Accepted, Edwin Bell."

Mrs. Bell did not sign. A somewhat voluminous correspondence followed. Edwin Bell says he understood, and I think he did understand, that the \$150 was part of the price according to the original contract. Defendants intended that as extra for the new boiler, etc.

Nothing came of this proposed agreement. It apparently was never completed, either by its acceptance by Mrs. Bell, or by Edwin Bell electing which of the two things he would have done. I put that aside, except as shewing that defendants realized the necessity of something, and that plaintiffs had a right to relief.

Then a new agreement was made. This is shewn by the correspondence, beginning with defendants' letter of 24th March, 1906, in which reference is made to the agreement of 23rd December, 1905. Defendants ask for balance of payment according to original contract, assert that they are prepared to carry out their part of the agreement, and then say, "we now wish to know what is to be done in reference to this matter." They further say they are willing to carry out "either one of the proposals as made you," and wind up, "we await your further reply, and hope that you will get this matter arranged without further delay."