

When we look at the original memorandum we see, "For five years from the publication of Volume 1, or for one year after publication of the last volume of the set, whichever shall be the longest period."

After working for five years under the contract, the defendants now say the term as to time means one thing and the plaintiff says it means another. I think, in so far as the defendants are concerned, it looks as though they are trying to take advantage of the wording of the "overleaf" to work out an afterthought and something not in the mind of Mr. Bond when he sent the cable and wrote the letter following. Parties may well be fairly agreed upon the terms of a contract when it is made and get wide apart as the years go on as to the interpretation of its terms.

While I am not prepared to follow the plaintiff's contention as at first laid, I think there is strong ground to support it.

As the parties cannot now agree, let us look at the correspondence and see if we cannot find a contract.

It is strongly urged by the defendants that I must not look at the Robinson memorandum. I cannot support this contention.

Where one document refers to another, the two may be read together so as to constitute a complete memorandum. . . . The same rule applies if the documents can be connected together by a reasonable inference, although there be no express reference from one document to the other: Halsbury, Vol. 7, 369.

The law is fully reviewed on this point in *Bristol, etc., Aerated Bread Co. v. Maggs*, 44 Ch. D. 620.

When I look at the whole correspondence to gather the terms of the contract, I am deeply impressed with the fact that the memorandum given to Mr. Robinson, which was the first writing of any moment, is an essential part of the contract. It is true that Cromarty makes certain propositions in his letter of the 21st of May, 1907; but he has the written proposition before him when he writes that letter and refers to it in that letter. When I look at the cable of the 13th of June and the letter of the 14th of June, and also the "overleaf," and compare this with the