The appeal was heard by MULOCK, C.J.Ex., CLUTE, RIDDELL, SUTHERLAND, and MASTEN, JJ.

R. T. Harding, for the appellant company.

A. Bicknell and M. L. Gordon, for the plaintiff company, respondent.

MULOCK, C.J.Ex., read a judgment in which, after setting out the facts, he said that the first question was, whether the appellant company was bound to pay for volumes 151, 152, 153, and 154 of the set of law reports which was the subject of the contract.

By the terms of the contract (5th June, 1900), the appellant company agreed "to take 200 copies of each volume of the set (150 volumes more or less)," afterwards reduced to "150 copies per volume (of the full set of 150 volumes more or less) . . . at a price," etc.

The appellant company, by its defence and counterclaim, contended that the meaning of the contract as amended was that a complete reprint of the original reports to be delivered to the appellant company was to number not more than 150 volumes, and that, if it overran that number, the appellant company was entitled to the excess fee; that it had overrun that number; and, therefore, that the respondent company was liable in damages for breach of contract.

In support of this contention the appellant company gave evidence at the trial that during the negotiations which led up to the contract of the 5th June, 1900, the respondent company produced to the appellant company the prospectus and sample pages and in substance agreed that the reprint would be in accordance with the representation and statements contained in the prospectus. This the respondent company denied. The written contract signed by the parties contained no such term. Its language was unambiguous, and no case was made for its reformation, nor did the appellant company seek reformation. The learned Chief Justice was unable to discover any ground entitling the Court to read into the contract a term qualifying the meaning of the express language of the parties. The words "more or less" could not be disregarded. There was no evidence that the number of volumes was to be 150 absolutely neither more nor less, even if such evidence would have been admissible.

The prospectus was made part of the contract between the publishers, William Green & Sons, of Edinburgh, and the respondent company, but not of the contract between the respondent company and the appellant company.

The fact that the price fixed by the contract was a certain sum per volume, and not a bulk sum for the complete set, furnished an argument against the appellant company's contention.