

17th March, to the appellant, or her husband, with reference to an extension of the term. In answer to that letter, the husband of the appellant wrote, on the 24th March, saying that he would renew the lease for one year from the end of the present year, at an advance of \$5 per month.

On the 31st March, the respondent replied to that letter as follows: "We received from Mr. Cowan a letter to the effect that a renewal of lease would be satisfactory at an advance of \$5 per month. We are paying now as high a rent as we feel we should pay, so if you do not see your way clear to renew at the present rental, we would appreciate an early reply, as we purpose buying and would like time to decide on a house. We never received from you an answer to our question re the price at which you were willing to sell."

To this letter the appellant's husband rejoined on the 5th April, 1920, saying that he would be in Toronto between the 26th April and the 1st May, at which time he would call on the respondent.

On the 19th April, 1920, the respondent wrote to the appellant the following letter: "As it has become necessary for me to arrive at a decision at once with regard to re-renting your house, and cannot wait for Mr. Cowan's visit to Toronto, I have decided to accept your terms of \$75 per month, beginning September 1st next."

To that letter the appellant's husband replied as follows: "Your letter to Mrs. Cowan received, and I wish to inform you we cannot renew your lease under \$100 per month. I will be in Toronto on or about April 30th or May 1st. Under the high cost of taxes, repairs, etc., you will understand the necessity of this advance."

On the 27th April the respondent wrote to the appellant the following letter: "Mr. Cowan's letter of April 26th has been received. In his letter of March 24th he made a definite offer of renewal of lease at an advance of \$5 per month. In my letter of April 19th, I definitely accepted that offer, which I must now regard as definitely binding on both parties."

The question for decision is whether or not the respondent's letter of the 31st March was a rejection of the offer of the appellant.

The Court is of opinion that the letter of the appellant's husband of the 5th April, in reply to the respondent's of the 31st March, left open the offer of the 24th March for further discussion; and, that being the case, that the respondent had a right to accept the offer, when he did so by the letter of the 19th April.

Appeal dismissed without costs.