

Middleton, J.]

[May 2.

GODSON v. McLEOD.

(10 D.L.R. 519.)

*Contracts—Nature and requisites—Sufficiency of acceptance—
Adding a term to the offer.*

Where a written contract is expressed in such general or ambiguous terms as to admit of different constructions, it is open to either party to allege, consistently with the terms, that he accepted the contract with a different construction to that charged by the other party and to claim that there is no real agreement between them, though the written contract must be applied if possible; so where the offer was made by letter for the sale of machinery "in place," the latter phrase being intended by the seller to indicate that delivery must be taken by the buyer of the machinery where it stood, and this interpretation was consistent with the preliminary negotiations, and the proposed buyer replied by letter purporting to accept, but adding that "in place" was considered to mean on board a railway car and that advice would be sent as to the destination to which it should be shipped, the seller properly treats the added words as an attempt to impose upon him the duty of loading on the car, and may decline to consider the alleged acceptance as any acceptance in fact.

Haverson, K.C., for plaintiffs. Britton Osler, for defendants.

Province of Quebec.

COURT OF REVIEW.

McDougall, and Chauvin, J.J.]

[May 7.

WONG LING v. CITY OF MONTREAL.

(10 D.L.R. 558.)

*Municipal law—Highways—Injuries from defects—Defective
crossing place.*

While a city municipality is not obliged to keep the whole street surface in a condition safe for foot passengers, yet, if it