

*VENDOR AND PURCHASER—CONTRACT BY LETTERS.*

The question whether certain letters amount to a contract for the sale of land within the Statute of Frauds is often a difficult one. One of the leading cases on the point is *Hussey v. Horne-Payne* (41 L.T. Rep. 1; 4 App. Cas. 311). There Earl Cairns, L.C., referring to a contract by letters, thus laid down the law: "It is one of the first principles applicable to a case of the kind that where you have to find your contract, or your note, or your memorandum of the terms of the contract, in letters you must take into consideration the whole of the correspondence which has passed." That, however, was only a dictum, and must be read with reference to the fact that in that case there were, prior to the date of the two letters which were relied upon as satisfying the Statute of Frauds, certain terms which had been discussed, but had not been settled between the parties. In *Bristol, Cardiff, and Swansea Aerated Bread Company v. Maggs* (62 L.T. Rep. 416; 44 Ch. Div. 616) Lord Justice Kay (then Mr. Justice Kay) followed and approved of that dictum, observing that it obviated the danger of the Statute of Frauds being used as a trap to catch an unwary vendor or purchaser and bind him by a contract when the real intention was negotiation only. But in *Bellamy v. Debenham* (63 L.T. Rep. 220; (1891) 1 Ch. 412; affirmed on appeal, for other reasons, 64 L.T. Rep. 478; (1891) 1 Ch. 412) Mr. Justice North considered that the remarks of Mr. Justice Kay in *Bristol, Cardiff, &c., Company v. Maggs* went too far, and Mr. Justice North decided that, though when a contract is contained in letters the whole correspondence should be looked at, yet if once a definite offer has been made and it has been accepted without qualification, and it appears that the letters of offer and acceptance contained all the terms agreed on between the parties, the complete contract thus arrived at cannot be affected by subsequent negotiations. When once it is shewn that there is a complete contract, further negotiations between the parties cannot, without the consent of both, get rid of the contract already arrived at. The point came before Mr. Justice Sargant in the recent case of *Perry v. Suffields Limited*