

On the 20th February, Beneteau wrote the defendant: "I will take your property at \$3,800. The money is ready for you. Will I go ahead and get title searched and prepare a deed for yourself and wife (if a married man) to sign? Of course I would send along a draft for the amount. Please write at once to me and let me know how you intend to arrange the matter." As a postscript he added: "I think if I am to have a deed prepared here you should send your deed to the property to work from." Defendant replied on the 23rd February: "Yours received to-day concerning 31 London St. E. property. I am willing to accept your offer, \$3,800. I would say the best way would be for you to send me deposit of \$200, and I would have deed got ready and sent to the bank in Windsor for your acceptance or rejection, and if I did not satisfy you or your lawyer with a title will willingly refund your \$200."

On the 25th February, Messrs. Davis & Healy, solicitors of Windsor, addressed the defendant, stating that Mr. Beneteau had brought in the correspondence and requested them to search the title to the property. They stated that they had searched the title and would prepare deed and send the same to Best for execution, with draft through the bank: the money to be paid on execution of the deed; if this was not satisfactory Best was to let them know.

Davis & Healy telegraphed again about the 9th March, and on that date the defendant wrote them a letter stating that the telegram had been received; that the deal was never completed; that he had learned the property was worth far more money; and that Mrs. Best would not sign.

On receipt of this letter the plaintiff issued his writ claiming specific performance of the agreement set forth in the correspondence.

The learned Judge thought it clear that a contract for the sale and purchase of the defendant's property was made out completely by the connected and consistent correspondence. The defendant's refusal to carry out the contract rendered it unnecessary that the deed, accompanied by the purchase-money, should be tendered to him for execution. The plaintiff was entitled to have the contract specifically performed.

There should be judgment accordingly, with a reference to the Master at Sandwich. Costs of the action and reference to be paid by the defendant.