

giving us until to-night on ten thousand more at seven dollars Montreal thanks." At the same conversation over the telephone, Morrow had asked if the offer was still good for the other ten, and he was informed that it was.

Not long after the first telegram, came a second: "Book ten thousand bags seven dollars bulk Montreal October November shipment our option."

The same day Morrow sent what he called "confirmation of sale" to the plaintiffs in Montreal:—

"Confirmation of Sale.

"Morrow Cereal Company.

"Toronto, October 13th, 1916. No. 1552.

"To the Ogilvie Flour Mills Co. Ltd.,

"Montreal, Que.

"Subject to our terms and conditions

"10,000 98's 90% patent Western wheat flour.....7.05

"Bulk basis Montreal.

"Date of shipment, 6,000 bags October

4,000 bags November.

10,000 bags.

"Morrow Cereal Company

"per Morrow."

He also sent a corresponding confirmation for 10,000 bags at \$7.

("Bulk basis" means that the purchaser supplies the bags, or returns them if the vendor supplies them.)

On the 14th or 15th October, Weeks and Morrow met again in Toronto, and Morrow told Weeks to send the bags to Toronto. Weeks agreed to do so. The bags were sent accordingly, and Morrow was so informed by Weeks about a week thereafter. On the 23rd October, the shipping clerk of the plaintiffs sent to the defendants what purported to be confirmations of the purchases. This being received on the 24th October, the defendants wired: "Your acceptance on flour received this morning twelve days after our offer sorry too late heavily oversold." (Flour had advanced in price.) The plaintiffs wired, "What does your telegram of even date mean? We do not understand."

The defendants did not supply the flour, this action was brought, and judgment given for the plaintiffs.

Morrow's story was, that the conversation on the train amounted simply to a request by Weeks that Morrow should see what he could do and make an offer; that the telephone conversation was that, "subject to certain terms, we would be able to sell him