

The judgment for defendants, however, was founded on the exception within brackets in the section referred to, which provides that the whistle shall be sounded and the bell rung continuously (except within the limits of cities or towns when the municipal authority may pass by-laws prohibiting the same).

The plaintiff had not set up that there was no such by-law, nor had he given any evidence to prove it; and it was held that on that ground, he could not recover.

Action dismissed with costs.

*Fullerton*, for plaintiff. *Clark*, for defendants.

Dubuc, C.J.]

ADAMS v. McGREENY.

[June 15.

*Contract—Substantial completion of work—Trifling omissions.*

Action to recover the amount of the contract price for putting in a steam heating plant for the defendants. The plaintiffs were to "put in a complete job of steam heating" for the sum of \$660. There were several objections to the plaintiffs' right to recover, but the only one for which the decision should be reported was that the plaintiffs had omitted to provide floor and ceiling plates around the pipes. These plates were shewn to be worth about ten cents a piece and about \$4 for all. On this point the judgment was as follows: "It is true that the contract was an entire one, and substantial performance of such a contract is not sufficient. But the omission to put in those plates must be considered as a trifle; and, under *Lucas v. Godwin*, 3 Bing. N.C., p. 744, and *Stevens v. Curling*, 3 Scott 755, a trifle of that nature should not be held to prevail so as to make the plaintiffs lose the whole consideration of an otherwise performed contract by such trifling omission."

*Monkman*, for plaintiff. *Donovan*, for defendants.

Dubuc, C.J.]

HEATH v. SANFORD.

[June 15.

*Agreement for sale of land—Specific performance—Statute of Frauds—Authority to agent to sign offer to sell land.*

This action was for specific performance of an agreement for the sale of land in the shape of an offer, to hold good for one