Thus, throughout the whole instrument dealing with the option there runs the prevailing idea that the plaintiff qua lessee only is to be entitled to exercise the option.

I, therefore, am of opinion that the proper interpretation to place upon the instrument in question is, that the plaintiff's right of pre-emption ceased when the lease came to an end; and, therefore, this appeal should be dismissed with costs.

DIVISIONAL COURT. JANUARY 3RD, 1913.

WARD v. WRAY.

Mistake—Cancellation of Promissory Note—Acceptance of Note in Renewal—Mistake as to Identity of Signatory—Relief from Consequences of Mistake—Liability on Note—Surety—Discharge—Extension of Time for Payment by Principal—Absence of Knowledge of Suretyship—Request for Extension.

Appeal by the defendant George Wray senior from the judgment of the Judge of the County Court of the County of Lambton, in favour of the plaintiff, in an action against George Wray senior and George Wray junior, father and son, to set aside the plaintiff's cancellation, made by mistake, of a promissory note made by the defendants in favour of the plaintiff and discounted by him, and to recover the amount owing on the note, viz., $141.

The appeal was heard by MULOCK, C.J.Ex.D., CLUTE and SUTHERLAND, JJ.

A. Wier, for the appellant.

R. J. Towers, for the plaintiff.

The judgment of the Court was delivered by MULOCK, C.J.:—The plaintiff conducts a banking business at the town of Sarnia, and the defendant George Wray senior resides there. His son resides in the United States. The note sued on bears date the 21st April, 1910. It was made by the two defendants, payable to the plaintiff's order six months after date. A day or two before its maturity, the father called upon the plaintiff and paid the interest which had accrued on the note, and told him that he had not heard from his son about the matter, but expected to hear shortly. The note became due on the 24th October, 1910,