

Holmes, and he would give him a rate that would not hurt him. No contract so far.

A few days later Grece meets Holmes, and this is his account of the interview and subsequent events: "A few days later I again met Mr. Holmes. I was alone, and asked, 'Is there anything further in regard to gas?' And he said: 'No, nothing more than I have told. I can't tell you exactly, but I will guarantee it will not cost more than 6 cents.' I said, 'If 6 cents is satisfactory to the company, I will use it.' Holmes said, 'It is all right, you needn't worry.' Nothing more said about the gas until the meter was read by Mr. Abrahart in the fore part of October. Mr. Holmes made connection ready for me, and I laid pipe and connected myself, and I began using gas about 23rd September, 1905."

This is the contract sued upon, and is the only contract anywhere alleged.

I cannot understand how there can be any doubt that such evidence amply justified—if, indeed, it did not compel—the learned Judge to find as he did.

Appeal dismissed with costs.

BRITTON, J., gave reasons in writing for the same conclusion.

FALCONBRIDGE, C.J., also concurred.

GARROW, J.A.

NOVEMBER 24TH, 1906.

C.A.—CHAMBERS.

CITY OF HAMILTON v. HAMILTON, GRIMSBY, AND
BEAMSVILLE R. W. CO.

*Court of Appeal—Leave to Appeal from Judgment at Trial—
Extension of Time—Mistake of Solicitor.*

Motion by defendants for leave to appeal directly to the Court of Appeal from the judgment at the trial with a jury