It is quite clear from the terms of this letter that a great deal was left open. The work to be done was to depend upon the requirements of the company's engineer and of the engineer of the city of Brantford; and it was also in contemplation that additional work would be required. It is not pretended that what was supplied was not all required for the purpose of carrying out the undertaking with reference to which the contract was made; and it is clear that the statement as to changes, alterations, and requirements of the engineers applied to all the work, including jobs 33, 34, and 35.

It is manifest from the terms of the guaranty that it was in the contemplation of the guarantor that more than was mentioned in the list attached to the tender of the 14th July, 1908, would be needed to carry out the work that was to be done, for the order is stated to have been for work amounting "to some $60,000"—a sum considerably in excess of what the cost of the work would have been on the basis of the tender.

Everything supplied was supplied in accordance with the requirements of the company's engineer, and there is nothing in the correspondence or in the circumstances to warrant the conclusion that it was intended that it should not be open to the engineer to alter his requirements from time to time as occasion might render necessary.

For these reasons, and agreeing as we do with the reasoning and conclusion of the learned trial Judge, the judgment must be affirmed, and the appeal dismissed with costs.

NOVEMBER 10TH, 1913.

*LOWRY v. THOMPSON.

Motor Vehicles Act—Injury to Bicyclist by Motor Car—Identity of Car with that of Defendant—Evidence—Finding of Jury—Number of Car—2 Geo. V. ch. 48, secs. 19, 23—Liability of Owner of Car—Failure to Prove Violation of Act—Judge's Charge—Misdirection—General Verdict—New Trial.

Appeal by the defendant from the judgment of DENTON, Jun. Co.C.J., upon the verdict of a jury, in favour of the plain-

*To be reported in the Ontario Law Reports.