

whose duty it was to make contracts with intending consumers of gas. And these two did make a contract for the supply of gas by plaintiffs to defendants for the season of 1905. So far the parties agreed.

This action was brought to recover 13 cents per thousand. The defendants alleged that the price agreed upon was 6 cents per thousand.

The County Court Judge found in favour of defendants, and plaintiffs appealed.

The appeal was heard by FALCONBRIDGE, C.J., BRITTON, J., RIDDELL, J.

W. H. Blake, K.C., for plaintiffs.

W. T. Henderson, Brantford, for defendants.

RIDDELL, J. (after setting out the facts as above):—The one issue seems to be, what was the contract that immediately was made?

The learned Judge has found in favour of defendants, upon evidence which counsel for plaintiffs upon the appeal admits is consistent with his finding.

A reading of the evidence convinces me that no other decision could reasonably have been come to.

The facts are chronologically as follow. In May, 1905, Grece applies to plaintiffs for free gas. On 26th June a meeting of the directors of the plaintiffs is held at which a rate for gas, 13 cents per thousand, is fixed by the directors. At this meeting the owner of the business, the real defendant, is present. There is no pretence of any contract having been made at this meeting. On 7th August, 1905, Holmes tells Grece that he does not think Grece will get free gas by means of the subscription list that is being circulated to help defendants, but thinks it will cost him 6 cents, and possibly only 5 cents. No contract yet.

On 12th August, 1905, another meeting of the board of directors of plaintiffs is held, at which Grece is present, when a rate of 13 cents and 18 cents is spoken of, and Grece says to the board, "If gas is going to cost that, I can burn coal cheaper." He is then told that he could see Mr.