A. B. Aylesworth, K. C., and J. Farley, K.C., for appellants.

T. W. Crothers, St. Thomas, and A. Grant, St. Thomas for defendant.

The judgment of the Court (Moss, C. J. O, Osler, Maclennan, Garrow, Maclaren, JJ.A.) was delivered by

Osler, J. A.—The Master's finding cannot be said to rest upon the credit he has attached to any particular witness. He did not accept the evidence of defendant as establishing the agreement attempted to be set up by him as the result of his interview with the president of plaintiff company on 31st October or 1st November, nor did he accept the evidence of the latter as contradicting it. The question of liability was, therefore, at large, and rested upon the inferences which ought to have been drawn from the president's letter to defendant of 15th October, 1901, and the subsequent acts and conduct of the parties. Defendant used the electric light supplied by plaintiffs to his hotel, and they are entitled to be paid for it. The Master has held that the amount recoverable was to be ascertained as upon a quantum meruit, and, in the absence of any other evidence than the fact of user, it might not have been unreasonable to measure it by the rate of payment under the two years' contract which expired on the 1st November, 1901, and the Master in fact awarded a trifle more than this. Defendant had, however, neglected or refused to exercise the option of renewing his contract, and plaintiffs had given him notice in writing before he entered upon another year that they would thereafter charge him upon a meter measurement at the rate or 9 cents per thousand. This letter was never withdrawn, and the Master did not accept the defendant's statement of what occurred at the subsequent interview between him and the president. . . . Defendant thereafter continued to use the light supplied by plaintiffs throughout the hotel during the whole month of November. At the end of that month an account was rendered to him by plaintiffs in which he was charged upon the meter measurement and at the rate of 9 cents per thousand. He made no remonstrance, although he cut off the light from the upper part of his hotel . . . but continued to use the light in the rest of the hotel until the middle of December, when . . . he severed the plaintiffs' wires altogether and cut out their meter. It was proved that the rate charged by plaintiffs was a reasonable one, though larger than . . . defendant had been paying. I am . . . unable to see why this ought not to be regarded as the basis of liability. Having had notice before he began to use the light of what plaintiffs