

The
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APPELLATE DIVISION.

SECOND DIVISIONAL COURT.

JANUARY 7TH, 1921.

BROWN v. UNITED GAS COMPANIES LIMITED.

*Contract—Supply of Natural Gas—Provisions of Lease Incorporated
in Agreement—Stipulation for Annual Payment in Respect of
Easement—Breach of Agreement—Damages—Costs—Appeal—
Correction of Error in Formal Judgment.*

Appeal by the defendants from the judgment of LATCHFORD, J.,
18 O.W.N. 378.

The appeal was heard by MULOCK, C.J. Ex., RIDDELL, SUTHER-
LAND, and MASTEN, JJ.

H. H. Collier, K.C., for the appellants.

G. H. Pettit, for the plaintiff, respondent.

RIDDELL, J., reading the judgment of the Court, said that he had read the documents and the meagre evidence at the trial, and he agreed with the findings of the trial Judge. The formal judgment should, however, specifically provide that the first-named \$25 per annum is payable only until the pipe-line is removed. With that correction of what seemed to be an inadvertent omission, the appeal should be dismissed with costs.

Appeal dismissed.