were to be given, and that defendants were not to pay unless they got the money out of the stallion's service. I credit Watterworth's evidence because the contract signed by defendants supports it, the guarantee given by Watterworth in the name of his principals supports it, and the certificates left with or sent to defendants support it.

Each of the defendants signed 4 documents, and the agreement they did sign, and the only one they signed, is the one agreeing to purchase the stallion for $2,000, and to give 3 promissory notes for the price. . . . And the certificates left and sent by Watterworth on 3rd February, 1905, correspond with the contract. . . .

These defendants are all intelligent farmers, and I cannot, in the face of the documentary evidence produced, credit the statements made by them that they signed these notes without knowing what they were signing. If they did sign without looking and knowing, they were grossly negligent, and Foster v. Mackinnon, L. R. 4 C. P. 704, and Lewis v. Clay, 14 Times L. R. 149, relied on by counsel for defendants, do not apply.

Judgment for plaintiff for $666 with interest and costs.

NOVEMBER 24TH, 1906.

DIVISIONAL COURT.

SELKIRK GAS AND OIL CO. v. ERIE EVAPORATING CO.

Contract—Supply of Gas—Fixing Rate—Oral Agreement — Conversations—Evidence.

Appeal by plaintiffs from judgment of County Court of Haldimand in an action tried by the County Court Judge without a jury.

Plaintiffs were a company supplying natural gas. Defendants were about to start business within the field of operations of plaintiffs. One Grece was the manager of defendants, and had full authority to make a contract with plaintiff. One J. W. Holmes was the officer of plaintiffs