The plaintiffs ask, and I think, are entitled to receive from the defendants damages for the breach of the agreement for failing to supply to them, gas free. Approximately, it has cost them about $60 since the date when the defendants refused to further supply them with gas. I think each of the three plaintiffs Sundy, Strome, and Kenny, must, therefore, have judgment for the sum of $60 down to the date of trial. I find that the covenant to supply free gas to the plaintiffs is still an existing and binding one upon the defendants. In case, therefore, they continue to refuse to supply the plaintiffs, the disposition I am making of this case will not in any way prejudice the rights of the plaintiffs in any future action. I think it is a case in which High Court costs should be granted to the plaintiffs, and I make an order accordingly. It is, of course, impossible to say exactly how long the Attercliffe station gas field will continue to supply gas for commercial purposes, or even for local purposes. Aitkens, a gas expert who testified at the trial on behalf of the plaintiffs, says that the gas under present conditions and consumption would probably last 8 to 10 years for commercial purposes, and will possibly be completely abandoned for such purposes in 12 years. It may be that the parties would prefer that I fix a lump sum to be payable by the defendants to the plaintiffs for a release of any further liability under the contract in question. If so, the matter can be further mentioned.

HON. SIR G. FALCONBRIDGE, C.J.K.B. JULY 4TH, 1912.

TRIED AT SANDWICH.

CLARK v. WIGLE.

3 O. W. N. 1583.

Contract — Interlineation — Effect of — Sale of Shares—Option or Completed Agreement—Evidence—Onus—Corroboration.

Action by vendor for specific performance of a written agreement to sell certain mining stock, signed by both parties. Defendant claimed that the words "*Wigle agrees to take said stock*" had been inserted in the agreement after he had signed the same, and produced a copy of the agreement in his own writing not containing these words. Plaintiff, in reply, alleged that the words were inserted in his copy of the agreement at the time of making the same, with defendant's consent, and that defendant had insisted they did not need to be inserted in his copy, as he was bound to take the stock in any case. Without these words, the agreement constituted no more than an option on the stock given defendant.

FALCONBRIDGE, C.J.K.B., in view of conflicting testimony, dismissed action, but without costs.