

have all we bargained for of the Thessalon stock, but are short 1,765 M. ft. of the Mississaugée. You know that the trade was based on 5 million Mississaugée and 11 million Thessalon, and only if we could sell the 5 million Mississaugée at \$28.00 we would buy the stock. It is up to you now to come to us and tell us how to send you paper for this invoice. There is \$7,060 to be accounted for in the Mississaugée stock. . . . Now, Harry, you know all you promised to do in this, regarding the Mississaugée logs. You know that you told me and Wodding that you would dray haul the logs so that we were sure of getting the 5 million. It all hinges on these 5 million of logs, and this must be made up now before more of our paper is sent to Nesterville, or we will send you our paper less the 7,060 we are short on Mississaugée."

Apparently the defendant lumber company made no other reply by letter to these letters of the plaintiff company. Bishop says, I think that meantime he saw Forster personally and denied that any such representation or stipulation had been made, and that in any event, he did not think Forster was making the claim seriously. The payments went on, the plaintiffs deducting \$7,060. This amount is made up by figuring \$4 per thousand on 1,765 M. alleged shortage.

During the month of July, 1911, the defendants were claiming a balance due them, and insisting upon payment, and stating that unless payment according to their statements furnished were made they would discontinue delivering lumber under the contract. Plaintiffs were insisting that they had made their payments according to the contract and their understanding of it.

At last on plaintiffs sending one of their boats to receive the lumber, the defendant lumber company, as intimated in their correspondence with the plaintiffs, declined to supply timber to load it, and the boat was delayed for some little time. One of the claims of the plaintiffs in this action is a sum of \$300 for demurrage in connection with this. It appears, however, that all they paid in the way of demurrage was \$150. They agreed that if they were able to collect \$300 from the defendant lumber company, they would make up the difference to \$300 to the owners of the boat.

It also appears that there is still about 900,000 feet of the Thessalon lumber in the possession of the defendant lumber company.