

within the limited logging season of 1913-14, if they contracted with the defendants—whether there was enough timber to make it worth while to establish a camp, and not more, on the other hand, than they could handle with their plant and equipment before the failure of the snow roads in the spring of 1914. The plaintiffs had to rely upon the defendants for information, as the defendants knew. Mr. Berham admits that it would take a cruiser with one or two assistants at least ten days to make a reasonably accurate estimate of the timber on this limit, thirteen square miles in extent. I am satisfied that it could not be done in this time, but his statement is sufficient for the purposes of this action. Mr. Fitzpatrick is not a cruiser or a man capable of performing this work, and the other plaintiffs know nothing about lumbering or bush work. Fitzpatrick did not go to the limits to estimate the quantity of timber. He was there for four or five days seeing the nature of the country as to road-making, and, of course, in a general way to see whether the lumber was scattered over the whole area and expensive and difficult to get at. This was all Fitzpatrick went out for and this is all he did; and this was all known to the defendants. The defendants had knowledge of investigations by their predecessors in title, had themselves investigated, and would be expected to know; and they pretended to know and inform the plaintiffs of the actual quantity of timber, available to be cut and got out, with approximate accuracy.

The actual quantity of timber at the time of the contract, as now ascertained, was about 4,289,846 feet, made up as follows: 3,429,846 feet delivered by the plaintiffs; 60,000 feet, said to be cut by plaintiffs and not taken out and 800,000 feet yet standing, as estimated by the defendants.

I find as a fact that the plaintiffs would not have entered into the contract had they known or had reason to believe that the quantity of timber upon the limit they contracted to clear substantially exceeded two and a half million feet, and this the defendants knew from the repeated enquiries as to quantity addressed to Mr. Brophy and Mr. Bartram, including Mr. Grant's questions immediately before the execution of the contract.

The evidence of Mr. Brophy, whose estimates of quantities were set out, and who says that he invariably answered