

that the plaintiffs are entitled to recover for all moneys due up to the date of the writ, as a debt, and I take the accounts down to the time the money was paid into Court upon the basis of the information furnished in the particulars and accepted by the plaintiffs as correct, and I find as the balance due the sum paid into Court. I give judgment for the plaintiffs against the defendant for this sum, together with interest from the date of the demand, the 11th November, upon all moneys then due, and for interest upon accruing instalments from the end of each month. The exact amount may be computed by the parties. The money in Court will be paid out, with any accrued interest, on account of this sum.

The question in controversy was the right of the plaintiffs to commission upon machines taken in exchange. Some \$13,000 worth of machinery has been so exchanged; \$8,050 of machinery, taking the price allowed upon the exchange as a basis, still remains on hand. For the reasons more fully explained at the trial, I think the plaintiffs fail in the contention that the commission is payable in respect of this at the present time. The exchange of machinery was not contemplated by the original agreement. When the course of dealing resulting in exchanges was adopted, the system of paying commission upon the proceeds of the second-hand machinery, as and when it was converted into cash, was adopted; and I do not think that there is any foundation for Mr. Patterson's contention that, although this was the rule during the currency of the agreement, some other principle must now be applied.

The defendant has no right to retain this machinery for an unreasonable time, and liberty may be reserved to the plaintiffs to apply for relief if there is any room for the suggestion that the defendant is not in good faith endeavouring to sell and dispose of the machinery in question. There is, however, no reason to suppose that the defendant intends acting otherwise than in perfect good faith and in accordance with its own interest, which is nine times as great as that of the plaintiffs.

The one remaining question is that of costs. The plaintiffs have not been right throughout, but they have succeeded in recovering a substantial sum of money due to them, and the ordinary rule should apply; costs should follow the event. By reason of the failure of the plaintiffs on the issue as to the second-hand machinery, some allowance should be made; and I, therefore, direct a deduction of \$75 from the taxed costs, as representing the costs of this issue.