

dressings, and generally in the said trade and business," I find on the evidence that Donald Cameron did teach and instruct Michael Peters as required by the clause, and that Donald Cameron is therefore entitled to be paid by Michael Peters \$900, with interest at 5 per cent. from 17th February, 1904.

And as by Con. Rule 667 the Master is authorized under any judgment "in taking accounts, to inquire, adjudge, and report as to all matters relating thereto as fully as if the same had been specially referred," and as by sub-sec. 12 of sec. 57 of the Judicature Act it is required that in every cause or matter pending before the Court the Court shall grant, either absolutely or on such reasonable terms and conditions as shall seem just, all such remedies whatsoever as any of the parties may appear to be entitled to in respect of any and every legal or equitable claim properly brought forward in such cause or matter, so that as far as possible all matters so in controversy between the said parties respectively may be completely and finally determined, and all multiplicity of legal proceedings concerning any such matters avoided, it will be proper to report, as a special circumstance, that the plaintiff being entitled to recover the said sum of \$900 from defendant under the covenant in the said partnership articles, should be declared to have a charge or lien on any moneys to which defendant may be entitled on the adjustment of the accounts of this partnership.

See *Elgie v. Webster*, 5 M. & W. 518, and *Lindley on Partnership*, pp. 595-6.

SCOTT, LOCAL MASTER.

APRIL 9TH AND
OCTOBER 8TH, 1906.

MASTER'S OFFICE.

E. B. EDDY CO. v. RIDEAU LUMBER CO.

Contract—Lumbering Operations—Cleaning out Stream—Allowance for—Proportion of Cost—Driving Timber—Breach of Contract—Construction of Contract—Impossibility of Performance—Failure to Get Logs out—Measure of Damages—Destruction of Logs by Fire—Negligence—Nominal Damages—Interest—Costs—Claim and Counterclaim.

This is an action referred to the local Master at Ottawa for trial, involving disputes arising out of lumbering opera-