

ingless—and more emphatically so having regard to the evidence—they were of no aid to the defendant company, unless it were, in conjunction with the answers to questions 2 and 7, to shew the attitude of the jury in considering the evidence. The findings as they stood entitled the plaintiff company to judgment against the defendant company for \$704.25 with costs.

ROSE, J.

FEBRUARY 5TH, 1919.

CENTRAL CONTRACTING CO. LIMITED v. RUSSELL
TIMBER CO. LIMITED.

Water—Floatable Stream—Intermixing of Logs of Plaintiffs and Defendants—Claim and Counterclaim for Services Rendered by each Party to the other—Remedy under Saw Logs Driving Act, R.S.O. 1914 ch. 131, secs. 9, 10, 11, 16—Jurisdiction of Court Taken away—Conversion of Booms—Tolls—Obstruction of Flow of Water—Dam—Refusal to Release Stored Water—Dismissal of Action—Recovery on Part of Counterclaim—Costs.

Action against the above named company and another company called "Pulp Wood Company" to recover \$8,000 damages for obstructing the flow of the water in Trout Creek, and also a sum of nearly \$3,000 for services rendered to the defendants Pulp Wood Company; and counterclaim by the defendants Pulp Wood Company for the negligent and unnecessary blocking of the stream, and for rent of booms, the value of booms not returned by the plaintiffs, and compensation for services.

The action and counterclaim were tried without a jury at Port Arthur.

D. R. Byers, for the plaintiffs.

F. H. Keefer, K.C., for the defendants Pulp Wood Company.

Hugh Keefer, for the other defendants.

ROSE, J., in a written judgment, said that during the spring and summer of 1918 the plaintiffs and defendants were engaged in floating their respective logs down Trout creek into Nipigon bay, and the claims and counterclaims arose out of what then occurred. The plaintiffs took the position that many of the claims asserted by Pulp Wood Company were not properly the subject of an action, but must be dealt with in an arbitration under the Saw Logs Driving Act, R.S.O. 1914 ch. 131; and Pulp Wood Company took the same position as regards the plaintiffs' claim, set out in