

The cause was inscribed upon the Roll of *Enquêtes*.

The contract was filed, as also various receipts and the arbitration bond and award.

The Appellant and the Respondent James M'Douall were examined upon *faits* and *articles*.

Sixteen Witnesses were examined on the part of the Appellant, and thirteen on the part of the Respondent.

The Appellant did not succeed in proving the main averments in his special counts, viz. that he did in the month of February, 1815, deliver to the said Respondents 10,000 feet of timber of the description and quality specified in the before-mentioned contract, and that he did afterwards to wit, on or before the 1st day of May following, deliver and cause to be delivered to the said Respondents the remainder of the said whole quantity of 25,000 feet, also of the description and quality aforesaid.

Upon the special counts he could not then recover.

He could only recover upon a *quantum valebant*, and it is proved that 1s. per foot for the whole lot of the said timber was a high price. The Appellant would therefore be entitled to the above-mentioned sum of £800, but having pleaded an award of £870, and declared his readiness to pay that sum, the Court below could not do otherwise than condemn him in that amount. The Judgment is accordingly for £870 with costs of suit.