NEW YORK AND PENNSYLVANIA CO. v. HOLGEVAC. 395

or otherwise dealing with certain pulpwood, for damages for conversion, and for damages against the defendant Holgevac for breach of contract. The defendant Holgevac counterclaimed damages for breach of contract. The contract was dated the 9th January, 1915, and by it the defendant Holgevac agreed to sell and deliver to the plaintiffs certain pulpwood, at specified prices, subject to inspection, approval, and measurement. The action and counterclaim were tried without a jury at North Bay. The learned Judge set out the facts in a written opinion, and made findings thereon favourable to the plaintiffs. Judgment for the plaintiffs against the defendant Holgevac for the total sums advanced by them under the contract, amounting, less a sum deducted, to \$1,069, and against the defendant Cadwell for \$250 damages. in each case with costs on the Supreme Court scale. Counterclaim dismissed with costs. A. G. Slaght, for the plaintiffs. J. E. Cook, for the defendant Holgevac. W. A. Gordon, for the defendant Cadwell.