

\$2,550 each, payable in advance on the 15th days of November and December, 1906, January, February, March, April, and May, 1907, and the 1st day of June, 1907.

The plaintiff shipped cattle to the defendants' premises, commencing in November, and the whole number were in place on or about the 17th December, 1906. The defendants, however, were unable to supply any slop whatever during the first portion of the season, between the 15th November and the 1st December; and, by mutual arrangement, all claims against the defendants in respect of this period were adjusted and settled; and no question arises in regard to them.

But the failure to supply slop continued until about the 15th December, when it began to be supplied in small quantities, increasing more or less daily until about the 21st February, 1907, after which there was a supply in accordance with the terms of the agreement until the 12th May, 1907, when the defendants' distillery premises were destroyed by fire. The plaintiff then shipped his cattle to England, after selling a few in Montreal, and they were sold in England.

The plaintiff's claim is, that, in consequence of the failure to supply slop in accordance with the agreement, he had to provide hay and other feed in extra quantities; and, further, that the cattle did not derive the benefit in improved condition and increased weight that they would have done if a full supply of slop had been furnished.

The defendants, while not disputing that there was a breach of the contract, contend that the plaintiff has shewn no ground for recovering damages, and that in any case the sum of \$7,500 assessed by the learned Chancellor was excessive. The plaintiff, on the other hand, while willing, for the sake of ending the matter, to accept the Chancellor's award, contends that, if the matter is to be dealt with at large, the award should be increased. According to the arrangement between the parties, the whole question is now open, both as to liability and amount.

Upon the evidence, there can be no doubt that the cattle suffered greatly in condition and weight from the lack of supply of slop in sufficient quantities during the months of December, January, and February; and there appears to be no reasonable ground for questioning the learned Chancellor's conclusion that the failure to supply the amount of slop engaged to be furnished resulted in direct damage to the plaintiff in the deterioration of the cattle in weight and saleable value. The fact that the cattle sold well, and the plaintiff emerged from the whole transaction