of the amount now claimed in the counterclaim, namely $1.50 per ton. Had the claim been made in August of 1902, Poirier would, no doubt, have been in a better position to meet the case than five years later. There is not what can be called strictly a settlement of accounts in 1902; and if there had been the effect of the action taken by the suppliant Poirier would be to open up the settlement—and the counterclaim being filed on behalf of the Crown I would probably have been compelled to allow their claim had sufficient proof been adduced in support of it. Having regard to the circumstances detailed, I think it incumbent upon the Crown to give strict proof in support of their contention. In this I think they have failed. The contracts of September 19th, 1901, November 15th, 1901, December 20th, 1901, and December 26th, 1901, are all similar in language so far. as clause 3 is concerned. In the contracts of the 22nd January, 1902, and the 22nd February, 1902, instead of clause 3 containing the words "more than seventy (70) cubic feet per ton." it is "more than seventy-five cubic feet per ton." In other respects they are the same. The Department have placed a construction upon this clause 3 which certainly presses hardly on the vendor. The obvious meaning of clause 3 is that $1.50 per ton should be deducted from the contract price for every ten feet "stowage space required per ton in excess of the standard herein specified." This, no doubt, was framed for the purpose of meeting the case put by Mr. Moore in his evidence quoted, namely, that for every loss of ten feet of cubic space, there was a monetary loss of $1.50. The Department, however, seem to take the view of the contract which would enable them to deduct $1.50 per ton for every ton compressed in such a way as to require more than seventy cubic feet per ton, even if the excess was merely one cubic foot. The result of their method of construing the contract would be that if a ton of hay was so compressed that it occupied 71 cubic feet instead of 70, Mr. Poirier would only receive $12.50 per ton, instead of his contract price of $14 per ton. The contract in clause 3 is open to doubt as to its true meaning by the interposition of the words "or any part thereof" after the words "for every ten feet." I should hesitate before accepting the construction placed upon it by the Department of Agriculture. I think, however, there is no proper proof of the non-compliance with this particular provision of the contract. The book produced by the De-