

including the costs of a former trial. The defendants, an incorporated company, were in process of winding-up under the Dominion Act. The plaintiffs, speaking to the minutes of the judgment, urged, upon the authority of *In re Wenborn*, [1905] 1 Ch. at p. 416, and the cases there cited, that all the costs awarded to the plaintiffs should be paid in full by the liquidator of the defendants. LATCHFORD, J., ordered that only the costs of the action subsequent to the liquidation should be paid in full. For costs incurred before the liquidation, as for the damages, the plaintiffs were entitled to claim merely as creditors of the defendants. D. Urquhart, for the plaintiffs. G. Larratt Smith, for the defendants.

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WOOD BROTHERS v. GALL LUMBER CO.—LATCHFORD, J.—JAN. 8.

*Contract—Sale of Lumber—Breach—Damages—"Mill-run."]*  
—Action for breach of a contract for the sale and purchase of lumber. The learned Judge found that the letters written by the parties constituted a contract for the sale by the plaintiffs to the defendants and the purchase by the defendants from the plaintiffs of all the plaintiffs' stock of hemlock, spruce, and balsam to be cut during the season of 1907 at Berriedale from the plaintiffs' logs, estimated at from 600,000 to 100,000 ft., then in the Maganetewan river. It was contended by the defendants that the term "mill-run," used in the letters constituting the contract, did not include any kind of culls. The learned Judge found as a fact that the term, as used and accepted by the parties, included all merchantable lumber except dead culls. He cited *Wonderly v. Holmes*, 56 Mich. 412. Judgment for the plaintiffs for \$2,777.59 damages for the loss occasioned by the defendants' breach of contract, with interest from the 23rd December, 1908, and costs. Judgment for the defendants on their counterclaim for \$200; counterclaim otherwise dismissed. No costs of counterclaim. J. Harley, K.C., and E. Sweet, for the plaintiffs. W. S. Brewster K.C., for the defendants.

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BRENNAN v. GRAND TRUNK R. W. Co.—MULOCK, C.J.Ex.D.—  
JAN. 10.

*Master and Servant—Injury to and Death of Servant—Negligence—Railway.]*—Action by the widow and children of Paul