

bute to the logs in question a proportionate part of that sum. To fix on any other amount would be a pure assumption.

Defendants are also entitled to interest on the value of the logs for the year during which, owing to plaintiffs' default, they were deprived of the use of them. I think, on the evidence, this must be calculated, not at the legal rate, but at 6 per cent. It was the custom of defendants to carry on operations with money borrowed from the bank at that rate, and to credit receipts from sales on the loan. This was done in the year in question, and the actual loss amounted therefore to 6 per cent. The amount is \$225. This leaves a net balance of \$24.53 due defendants, made up as follows,—

Amounts recovered by defendants:

On Hudson Creek contract	\$214 20
On Jean Baptiste and Blanche contract:	
Cost of bringing logs down.....	\$291 37
Interest	225 00
Burnt logs, nominal damages.....	516 37
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	730 57
Amount recovered by plaintiffs	706 04
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Balance due defendants	\$ 24 53

It only remains to dispose of the question of costs. Plaintiffs have succeeded to the full extent of their claim, but of the \$706.04 recovered, only \$292.67 was ever seriously disputed. Defendants have succeeded on every item of the counterclaim, though the amount recovered is, in each case, considerably less than the amount claimed. In the case of the largest item, only nominal damages have been allowed. I think plaintiffs are entitled to the general costs of the action, and defendants to the costs of the counterclaim. It is true that the chief contest was on the counterclaim. Still, plaintiffs were fully entitled to sue for the claim, as it was due and unpaid. Defendants might have paid the amount into Court and brought an independent action on the counterclaim. I think, however, that the justice of the case can be fully met on taxation by duly considering, in fixing counsel fees, etc., the relative importance of the several issues.