

and Dickson (1911), 2 O.W.N. 993, 19 O.W.R. 38, 46 S.C.R. 45, Eastern Construction Co. Limited v. National Trust Co. Limited and Schmidt, [1914] A.C. 197, have no adverse bearing on the point now decided.

In this view, it was not necessary to express an opinion as to the rights of the plaintiff in and to the timber.

Were the Court to grant a new trial, it would almost certainly be a cruel kindness—as it could be granted only upon payment of all costs, and another jury would not be likely to give less damages than \$200.

Appeal dismissed with costs.

OCTOBER 20TH, 1915.

KAMINISTQUIA POWER CO. v. SUPERIOR ROLLING
MILLS CO. LIMITED.

Damages—Breach of Contract to Take Electric Energy Supplied by Power Company—Measure of Damages—Peculiar Commodity — Money Damages Equivalent to Stipulated Price.

Appeal by the defendant company from the judgment of BRITTON, J., 8 O.W.N. 518.

The appeal was heard by FALCONBRIDGE, C.J.K.B., RIDDELL, LATCHFORD, and KELLY, JJ.

G. Lynch-Staunton, K.C., for the appellant company.

W. N. Tilley, for the plaintiff company, respondent.

THE COURT dismissed the appeal with costs.

OCTOBER 22ND, 1915.

*PIONEER BANK v. CANADIAN BANK OF COMMERCE.

Guaranty—Bank—Condition Precedent to Liability — Implied Term or Condition—Bill of Lading—Form of.

Appeal by the defendants from the judgment of MEREDITH, C.J.C.P., of the 10th June, 1915, in favour of the plaintiffs, in an action upon a guaranty.

McCabe, a fruit-dealer in Toronto, wished to buy California

*This case and all others so marked to be reported in the Ontario Law Reports.