

plaintiffs) wished to use the road, the Nepigon Company would demand \$1,100. There was also a written notice posted upon the road forbidding trespassers. After receipt of the notice, the plaintiffs did not attempt to go on with their loading. This was the delay for which damages were claimed. BRITTON, J., was of opinion that the notice was not a sufficient reason for the plaintiffs desisting. There was no breach of the contract proved; and the defendants were not liable for the delay at warehouse No. 1. They certainly were not liable for the delay before the 9th January. On the 10th January, the plaintiffs received information that the supplies would be allowed to go forward over the road. Had that been acted upon, the delay would have been reduced to three days at most for each team delayed. The plaintiffs' excuse for the longer delay was, that, having been stopped by the notice, they hired their teams to haul cement, and could not put them on the defendants' work until the cement contract was at an end. That was not a good reason why the defendants' liability, if they were liable at all, should be so enormously increased; but, at any rate, the excuse was answered by the defendants by shewing that if the same loads had been taken in hauling cement as the plaintiffs said they could take in transporting, there would not have been any loss. The defendants were always ready to receive the supplies when the plaintiffs were ready to deliver; and all other matters were satisfactorily dealt with except those specifically complained of in this action. Action dismissed with costs. F. H. Keefer, K.C., for the plaintiffs. R. J. McLaughlin, K.C., for the defendants.