contract is right, there has been a shortage in the delivery of charcoal for which they are entitled to recover damages. The claim which is by the notice of the applicants of 17th April, 1901, referred to arbitration is the claim of the Rathbun Company "for alleged shortage of the delivery of charcoal produced or which ought to have been produced from the said wood." The claim as to this branch of the case which is by the Rathbun Company's notice of the 10th July, 1091, referred, is that the Rathbun Company were entitled to receive, and that the applicants were bound to deliver, 85,000 bushels of charcoal per month, and compensation or damages for the shortage in delivery of charcoal.

I do not read this as meaning that the question of the obligation of the applicants to deliver 85,000 bushels of charcoal, irrespective of what they had or might have produced from the daily supply of 66 cords of wood, was specially referred, but as bearing a reference of the claim of the Rathbun Company for damages for short delivery of the charcoal, a shortage being claimed whatever view might be taken as to the meaning of the agreement.

I think, therefore, that this question was one arising in the course of the reference, within the meaning of sec. 41. It is, in this view, unnecessary to express an opinion as to whether or not the meaning of the words "arising in the course of the reference" is that for which counsel for the Rathbun Company contended.

As to the second question . . . much was done by counsel for the applicants in the course of the proceedings before the arbitrators to lead to the conclusion that the applicants did not desire that a case should be stated by the arbitrators. . . . It does appear, however, that counsel for the applicants before the arbitrators, at a comparatively early stage of the proceedings; gave notice that after the evidence had been taken he would apply to the arbitrators to state a case for the opinion of the Court, and that application he did make later. . . .

I have come to the conclusion that, having regard to the very large amount at stake, and the fact that the agreement has several years yet to run, and that the construction which the arbitrators put upon it will conclude the applicants not only as to the damages now claimed, but as to future operations under the agreement in the years for which it has to run, and also to what I cannot help thinking is a serious question as to the correctness of the interpretation which the