

There should be no costs of the former trial or of this appeal to either party.

MULOCK, C.J.Ex., and SUTHERLAND, J., agreed with MASTEN, J.

RIDDELL, J., read a judgment in which, for reasons stated, he found that the learned trial Judge had proceeded on the proper principle, and his decision should not be interfered with. The appeal should be dismissed with costs.

Order directing a new trial as to damages only (RIDDELL, J., dissenting).

FIRST DIVISIONAL COURT.

JUNE 10TH, 1920.

*RE BEAVER WOOD FIBRE CO. LIMITED AND AMERICAN FOREST PRODUCTS CORPORATION.

Arbitration and Award—Scope of Submission—“Any Disputes Arising under this Contract”—Sale of Pulpwood—Award of Damages for Breach of Contract—Jurisdiction of Arbitrators—Evidence—Enforcement of Award.

Appeal by the Beaver Wood Fibre Company Limited from the order of ROSE, J., 47 O.L.R. 66, 17 O.W.N. 437.

The appeal was heard by MEREDITH, C.J.O., MACLAREN, MAGEE, and FERGUSON, J.J.A.

Everard Bristol, for the appellants.

A. G. Slaght and J. Cowan, for the American Forest Products Corporation, respondents.

THE COURT allowed the appeal with costs and made an order for the enforcement of the award with costs.

FIRST DIVISIONAL COURT.

JUNE 11TH, 1920.

BOYER BROTHERS v. DORAN & DEVLIN.

Contract—Building of Houses for Railway Company—Sub-contractors—Provision for Termination of Contract—Right Exercised by Principal Contractors in Good Faith and on Reasonable Grounds—Dissatisfaction—“All Parties Concerned”—Dissatisfaction of Railway Company—Acquiescence of Sub-contractors in Termination.