

Canadian inspection. The defendants also agreed to have their captain, mate, and engineer on board when it was inspected.

The charterparty also contains a provision entitling the plaintiff, at any time before 20th September, 1908, to purchase the steamship for \$8,000, and a further provision that, in the event of this option being exercised, the \$2,000 should be credited on the purchase money.

The action came on for trial on 21st December, 1908, when judgment was pronounced ordering and declaring that the contract in question in the action had been broken by the defendants, and that the plaintiff should recover from the defendants damages for the breach of it, and referring it to the local Master at St. Catharines "to inquire and determine what damages the plaintiff had sustained by reason of the matters in the plaintiff's statement of claim mentioned."

Upon the inquiry before the Master it was shewn that the defendants had not the steamship ready for delivery at Picton by the time mentioned in the charterparty, and that it was not in a condition to pass the Canadian inspection, although the plaintiff was there ready to take delivery of it.

It was then stated to the plaintiff that certain pulleys and 50 feet of hose had to be put on board before the government inspector would certify that the steamship had passed inspection, and it was then arranged that the plaintiff's agent should take it to Welland, have the pulleys and hose placed on it there, and that the government inspector would go to Welland, and, if he found that these articles had been supplied, would then give the necessary certificate.

It also appeared that on this understanding the steamship was taken to Welland, and the pulleys and hose were there put on board of it, but that the necessary certificate was never obtained, and that the steamship was never in or put in such condition as to pass inspection.

The plaintiff, however, ran the steamship until 16th July, 1908, and after that date was no longer able to do so for want of the certificate, and he then returned the steamship to the defendants at Picton.

The Master has found that the plaintiff's outlay in operating the steamship while he had possession of it was \$3,961.06, and that the amount earned by it was \$1,822, and the difference between these two sums he has assessed as the