

possibly have been remembered at the trial as an effort of memory. This would deduct \$29.05 from the \$84.75 allowed by the judgment.

The packing cases are allowed at \$75. The evidence is that Rawlinson got the 7 or 8 cases opened in the lane for which he paid his own carter \$7. The rest, according to Jenkins, had to be broken up owing to the lack of space and the size of these cases, and he says they were of no value in that condition. In this Suckling and Butler agree, the latter saying that 50 cents on the dollar is all they can get when used for re-packing, which was not the situation here. The evidence of Rawlinson that he would have paid \$150 for them with all the packing, may be contrasted with what he actually disbursed for the 7 or 8 he got. He also says he paid \$25 for 4 cases to St. Michael's College, and that he knows of no way of getting at their market value.

But I do not think the respondent can, in any case, receive any allowance for them. She surely must be subject to the exigencies of space and the actual conditions surrounding the sale. If it was necessary, and it is not contradicted, to break up these cases and reduce them to a state where they are useless, the respondent cannot complain, if they therefore had no commercial value, any more than she can contend that her goods did not bring the price they would have if she had been selling them in her own way, and without pressure.

I see no reason for disallowing the advertising, except \$5 which is admittedly a discount received by the auctioneers and that item should be allowed at \$40. The repairs seem also to be a fair charge \$36.65.

The general account would seem to stand as follows:—

Accounted for .....	\$1,790.20	
Paid for (chairs) .....	25.00	
To be paid for .....	26.25	
Additional receipts .....	\$84.75	
less .....	29.05	55.70
Still in dispute .....	887.50	\$2,784.65
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Paid over .....	\$1,505.63	
Chairs paid for .....	25.00	
Commission .....	190.00	
Cartage .....	18.80	
Paid Jenkins .....	30.10	
Advertising .....	40.00	
Repairs .....	36.65	
Still in dispute .....	887.50	\$2,733.68
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Leaving due the respondent .....	\$	50.97