

you . . . a sample of cement stock for wringer-rolls. Will you kindly see if it cures with your stock, and oblige?"

The sample so forwarded to the defendants was a small one, only enough for 3 or 4 rollers. The defendants treated it as they did their other cement—dissolved it in gasoline, coated the iron rod or shaft with it, and wrapped the rubber around both, and placed the whole in a mould, which was then subjected to heat, so as to effect vulcanisation or hardening. The rollers, after heating, had to be pushed lengthwise out of the mould, and the pressure used in doing that seems to have been considered or made a sufficient test of the strength of the union effected. If not firmly cemented, the iron rod would be pushed out, leaving the cement and rubber, or perhaps the rubber alone, behind it. The rollers made with this sample cement stood that test. In addition, the defendants cut down through the rubber and cement to the shaft to see if the cement adhered to the iron, and it appeared to do so. They informed the plaintiffs' salesman that the sample had proved satisfactory, and gave him an order for a bale of about 200 lbs. of cement, "same as last sample submitted as per Mr. Thornton's letter of 3rd January, 1907."

The quantity ordered was duly forwarded to them. Before using or testing it, they gave a small additional order for goods, which also were duly sent them. When the defendants came to use the cement so sent them, they tried two batches of 30 or 40 rollers each, and found that in very few of them did the cement adhere to the iron, and in those few only imperfectly. In consequence, they were useless to them. They complained to the plaintiffs. The plaintiffs undertook to shew that it was not the fault of the cement. They got a couple of iron rods from the defendants, and made with the cement a roller which appeared to themselves to be satisfactory. They sent it to the defendants, who, in presence of the plaintiffs' salesman, tested it, and one of the defendants' ordinary rollers. In that made by the plaintiffs the cement at once separated almost completely from the shaft, while in the other one it did not. The plaintiffs' salesman admits being present at a test and the result, but says he could not gauge the force applied, nor be assured of the identity of the rollers.

The plaintiffs' manager says that the absence of the desired cohesion might be owing to several causes, such as a