

operations. It was not until the estimates of the 24th September were agreed upon that the specifications of the complete lay-out intended by the proposal of the 13th July and the price of that job were finally arrived at; and, in that view of the matter, the sureties were not discharged from liability. The guaranty fixed the limit of the sureties' liability at \$60,000, and the total contract-price, including the £2,411.8.4 which was finally agreed upon for job 34, was less than \$60,000.—The defendant company set up that, at the date of the commencement of the action, the plaintiffs had no cause of action; that the goods sued for were not delivered on or before the 9th June, 1911; and that the sixty days' term of credit had not expired. The learned Judge said that this defence was not borne out by the evidence. The period of credit dating from the delivery of the goods had not expired at the time the action was begun; and it was not, therefore, premature.—The defendant company counterclaimed damages for failure to deliver within the time contracted for, and for loss owing to alleged imperfect and incomplete and defective material and work supplied and done by the plaintiffs; but no evidence was submitted to substantiate these claims.—Judgment for the plaintiffs for the amount sued for, with interest and costs. Counterclaim dismissed with costs. H. E. Rose, K.C., and G. H. Sedgewick, for the plaintiffs. F. Smoke, K.C., for the defendants.

EMPIRE LIMESTONE CO. v. McCARROLL—LENNOX, J.—JULY 2.

Master's Report—Appeal—Findings of Fact—Evidence—Costs.—Appeal by the defendants from the report of the Local Master at Welland upon a reference to determine a question of boundaries. The defendants complained that the Master's findings were contrary to the evidence; that evidence was improperly admitted and refused; that the defendants' counsel was treated unfairly; and that the defendants had no notice of the settling of the report. The learned Judge thought that the Master erred in his rulings as to both the admission and rejection of evidence on several occasions, and that counsel for the defendants had some ground for complaint as to interruptions and statements by the Local Master during the hearing; but was not able to come to the conclusion that anything was done or omitted which prevented the fair trial of the matters referred, or that the conclusions reached and reported by the Local Master were erroneous. Appeal dismissed; but, as there was ground for complaint, without costs. H. D. Gamble, K.C., for the defendants. W. M. German, K.C., for the plaintiffs.