

The counterclaim turned on the meaning of the word "trim" in the contract above mentioned.

After stating the facts, the learned Judge said that the plaintiffs must be deemed to have entered into the contract having in mind that the newspaper was to be printed on the Goss press.

Parol evidence may be given to prove or explain the meaning of words having a special or unusual meaning. Parol evidence is also admissible to prove any trade or mercantile custom or the meaning of words or terms, in order that the meaning may be applied to the subject-matter and bind the parties.

*Brown v. Byrne* (1854), 23 L.J.Q.B. 313, referred to.

No evidence explaining the trade meaning of "trim" had been adduced; and the learned Judge found that no special trade meaning had been attached to that word in the contract.

He was, therefore, driven to the ordinary meaning—"To cut off in the process of bookbinding, said of the ragged edges of paper or the bolts of book sections." *Century Dictionary*, sub verb.

Real evidence, or evidence afforded by production of chattels or other physical objects for inspection by the Court, is admissible; and copies of the plaintiffs' newspaper had been produced and filed. Upon inspection these appeared to be trimmed in accordance with the above definition, and it must be found that the copies of the newspaper had been "trimmed" within the meaning of the contract.

Even if this finding was erroneous, and the defendants were entitled to damages on their counterclaim, those damages must be merely nominal.

A witness expressed the opinion that the sales of the newspaper were affected by the lack of trimming, but that witness gave no instance either of loss or of complaint by purchasers of the newspaper. No loss attributable to the alleged failure of the plaintiffs to trim the paper had in fact been proved by the defendants.

There should be no costs of the action, as the plaintiffs had omitted credits, which should have been given, and so had been only partly successful; the counterclaim should be dismissed with costs.