

Under another verbal agreement defendants drove certain timber of the plaintiffs' down a stream know as Hudson creek. Both the measure of the remuneration payable and the quantity of the timber driven were disputed, but, in view of the opinion I expressed on the argument, counsel consented to my fixing the amount due defendants under this head at \$214.20.

The most serious dispute of all, and one without which the other two would probably never have gone to suit, arises under a contract in writing, dated 18th March, 1904. Under the terms of this defendants undertook to "drive, sweep, and boom out at the mouth of the Wabis creek" certain timber of plaintiffs on that creek, plaintiffs, in consideration thereof, undertaking "to drive and sweep all the logs and timber, the property of the said Rideau Lumber Company Limited, placed in or on the banks of the Jean Baptiste river and Blanche river, from its junction therewith to the mouth of the said Blanche or White river, and there deliver the same to the Upper Ottawa Improvement Company, Limited."

The two following clauses occur in the agreement:—

"3. It is further agreed by and between the said companies that all timber or logs on the banks of the said rivers or creeks, to be driven as aforesaid, and which is not dumped into the waters of said rivers and creeks, when required so to be for that purpose, shall be dumped by that company hereby required to drive same, and a proper statement, shewing what logs and timber, if any, were so dumped, furnished forthwith to the company owning same, and such last mentioned company shall be liable for the usual sum paid for dumping logs and timber similarly situated, and pay to the company dumping same said sum or sums, if any, on demand.

"5. And it is further agreed that each of the said companies, their successors and assigns, shall make every reasonable effort under the circumstances to fulfil their respective parts of this agreement, during the driving season of this year, and if at any time either company fail to do so, the other company may give notice thereof in writing to such company offending, and in case such demand is reasonable and not complied with by a time to be specified for that purpose by the company giving notice, such last mentioned company may perform such services itself, at the expense and cost of the company so in default."