

ante 565. The judgment of the Court (FALCONBRIDGE, C.J.K.B., BRITTON and RIDDELL, JJ.), was delivered by RIDDELL, J., who said that the case was wholly one of fact, and depended upon the interpretation to be given to the expression "mill-run." It seems plain from the evidence that the expression is used, sometimes at least, as including the whole run of the mill in merchantable lumber, including "mill-culls." It seems plain that the plaintiffs used the expression in this sense, and a letter frequently referred to in the argument, taken in connection with other circumstances, makes it plain that the defendants also had the same view of its meaning. A contract was, therefore, made whereby the defendants undertook to purchase the lumber by "mill-run," including therein "mill-culls." They refused to accept this lumber; and it cannot be successfully contended that the plaintiffs acted in an unreasonable way in disposing of the lumber as and when they did. Appeal dismissed with costs. R. McKay, for the defendants. J. Harley, K.C., and E. Sweet, for the plaintiffs.

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