

The plaintiffs' contract was, therefore, to deliver the bark at Graham's siding, and the inspection ought prima facie to have taken place there, and nothing happened to change the place of inspection to London.

It follows that the defect in quality forms no ground of defence in this action (*Towers v. Dominion Iron and Metal Co.*, 11 A. R. 315), and the only redress of defendants would be by cross-action.

But the learned Judge has, although there is no pleading by way of counterclaim, made an allowance or deduction which seems to be justified by the evidence, as are his other findings in the case. . . .

The appeal will be dismissed with costs.

BRITTON, J., gave reasons in writing for the same conclusion.