

para. 7 of the statement of claim, for work done in connection with Pulp Wood Company's logs. At the trial, the plaintiffs withdrew, without prejudice to their rights in an arbitration, items (f) to (o) of para. 7. Subject to Pulp Wood Company's objection, evidence was given in support of items (a) to (e), and judgment was reserved upon the question whether these claims could properly be presented in an arbitration. The conclusion had been reached that they could be so presented; and, therefore, that the jurisdiction of the Court in respect of them was taken away by sec. 16 of the Act. These items were for the services of tugs separating the plaintiffs' logs from those of Pulp Wood Company and putting the logs of the latter by themselves in booms in a safe place. Reference to secs. 9, 10, and 11 of the Act.

Paragraphs 1, 2, and 3 of the prayer of Pulp Wood Company's counterclaim were for various items of damage resulting from the plaintiffs' delay in driving their logs out of the creek during the spring freshets. It was admitted that these were claims arising under the Act. By para. 4, rent was claimed for certain booms lent to the plaintiffs. There was no leasing of these booms, and no intention on the part of either party that anything should be paid for the use of them. This claim failed. By para. 5, a claim was made for damages for the failure to return certain of the booms. Pulp Wood Company were entitled to \$396 on this score. By para. 6, a claim was made for driving, sorting, and rafting some of the plaintiffs' logs in the creek. This was admitted to be a claim arising under the Act. A claim for tolls was made by para. 7. Counsel agreed that there were 696 cords of wood in respect of which tolls were payable, at 7 cents per cord. Pulp Wood Company were entitled to \$48.72.

As to the main part of the case, the plaintiffs' claim for damages for the obstruction of the flow of the water, the learned Judge said that during the early part of the season the water in the creek was unusually high, and the plaintiffs drove into the bay logs of the defendants' which had been left at the mouth of the creek from the preceding year and some of their own logs; and they drove into the main stream, below the forks, many others of their logs. The plaintiffs had many logs still to be driven when they stopped driving on the 21st June because of low water. There was no complaint that up to this time Pulp Wood Company had held back any water in their dam, the building of which was not completed until the 22nd June; and the evidence was that the Russell Timber Company did not, before or after this time, hold up water with their dam. The case against the Russell Timber Company failed.

Early in July there was a natural freshet, and the plaintiffs drove on some days up to the 11th, utilising some water which they had