

tain goods to be by defendants carried from Waterford, in the county of Norfolk, Ontario, to London, England, and there deliver them to the plaintiff, or his order, for reward to defendants, defendants promised plaintiff to carry the same from Waterford to London, aforesaid, and there deliver the same for plaintiff, or his order; and the plaintiff delivered the same to defendants, and defendants received same for the purpose and on the terms aforesaid, yet defendants did not carry the same for plaintiff from Waterford to London, and deliver the same to him, or his order, as aforesaid, whereby the plaintiff was deprived of the same for a long time, and the same were diminished in value.

The second count was the same in effect, only alleging the promise of defendants to have been to deliver the same according to the directions of the plaintiff within a reasonable time, and the breach, non-delivery within such reasonable time.

The third count was the same as the second, only alleging that the goods were 170 bags of clover seed of the value of \$3,000, and, as a breach, that defendants negligently refused and neglected to deliver the same to plaintiff in London pursuant to plaintiff's directions; whereby he sustained damage to the amount of \$2,000.

Pleas.—1. That plaintiff did not deliver to the defendants, nor did they receive from plaintiff said goods for the purpose and on the terms alleged.

2. That defendants did not promise as alleged.

3. To the second count, that they did deliver the goods within a reasonable time.

4. That after delivery of the goods by plaintiff to defendants, and while in transit to their destination, and at the port of Liverpool, defendants delivered the goods to plaintiff, and the plaintiff accepted same at Liverpool as and for and instead of a delivery at London, the place of destination.

5. By way of defence on equitable grounds, that the goods were delivered to defendants at Waterford to be