

and brick-bats, did not conform to the description of what the plaintiff contracted to sell to the defendant. On that ground, and on the additional ground that the coke was so mixed with the foreign matter that it was not merchantable and could be burned only with difficulty, if at all, the defendant was entitled to reject the shipments. He never accepted the stuff. He had an opportunity of inspecting it at Galt, which he did not make use of, and sold one or two cars in the belief that they were as represented. As soon, however, as he became aware of the quality of the reclaimed coke, he notified the plaintiff of his rejection of the three car-loads. The case as to inspection was not unlike *John Hallam Limited v. Bainton* (1919), 45 O.L.R. 483, recently affirmed in the Supreme Court of Canada. Though the point was not of moment as matter of defence, it was not without significance that the plaintiff had not been required to pay for the coke by those who shipped it to him. The action failed and should be dismissed with costs. M. A. Secord, K.C., for the plaintiff. J. A. Hancock, for the defendant.

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BARTOLOZZI V. MORRIS—LATCHFORD, J.—DEC. 21.

*Vendor and Purchaser—Agreement for Sale of Land—Purchaser's Action for Specific Performance—Agreement Signed by Vendor's Father—Absence of Authority—Dismissal of Action.*—An action by the purchaser for specific performance of a contract for the purchase and sale of a house and lot in Hamilton. The action was tried without a jury at Hamilton. LATCHFORD, J., in a written judgment, said that the contract consisted of a memorandum signed by the defendant's father. The defendant signed no contract of any kind, but was, for some days after she knew the memorandum had been signed, willing that the sale should be carried out. Then, owing to the stopping of the payment of a cheque which had been given to her father as a deposit, she refused to execute a conveyance of the property. Her father had no authority from her, written or otherwise, to make the sale. He was not her agent, but took it upon himself to make the sale, feeling that he could induce her to approve of it. He did so induce her for a time, but she had not full knowledge of all the circumstances. As soon as these came to be realised, she repudiated the act of her father. The contention that the property was the father's had not been sustained by the evidence. As a fact, the property was her property. The action failed and should be dismissed with costs. W. S. MacBrayne, for the plaintiff. E. F. Lambier, for the defendant.