

NOVA SCOTIA.

SUPREME COURT.

TRIAL AT ANNAPOLIS.

OCTOBER 20TH, 1910.

TAYLOR v. McLAUGHLIN.

*Sale of Goods—Sale Note—Delivery—Refusal to Accept—
Revocation of Contract—Date—Evidence.*

J. J. Ritchie, K.C., for plaintiff.

J. M. Owen, for defendant.

Action on a contract for goods sold and delivered.

GRAHAM, E.J.:—This is an action on a contract to purchase a safe to be manufactured by the plaintiffs and shipped at Toronto to the defendant at Annapolis, which the defendant refuses to take.

This is the contract entered into between the parties:—

“Toronto, 1st March, 1908.

“Messrs. J. & J. Taylor, Toronto Safe Works, will please furnish me with one of their No. 1 safes with combination lock to be shipped via C. P. R. & D. A. R. to Annapolis, N S., for which I agree to pay f.o.b. Toronto \$72 in one instalment at net cash without interest.

“I agree to forward you notes or cash within thirty days from date of invoice, and will not countermand this order, also if the above safe is not settled for according to terms of order within thirty days after shipment then the whole amount shall become due. I agree also that the title to said safe shall not pass until the whole price is paid, but shall remain your property till then, although notes or acceptances may have been given on account, and in case of default in any of the payments you are at liberty without process of law to remove said safe, and I hereby waive all claims for damages which I might sustain from such removal, and it is hereby also agreed that any money paid on account of said safe shall not be recoverable by law, but shall be forfeited as rental charge for the use of said safe,