

Under the circumstances, the Respondent was clearly entitled to a simple condemnation against the Appellant, for the full amount of his demand, but instead thereof the learned Judge who heard the case in the Court below rendered the following judgment:—

"The Court having heard the parties by their counsel upon the merits of this cause, having examined the proceedings, proof of Record and the admissions made and given by the Defendant, and having deliberated, considering that the Defendant is liable and accountable to the Plaintiff for the balance of the said consignments of goods made by the Plaintiff to the Defendant for sale on Plaintiff's account, and by the Defendant therefor received, and considering that the Defendant is not liable to the Plaintiff to guarantee his said sales of the said Goods and that no such guarantee was agreed between them or has been established against Defendant, considering that previous to the institution of this action, to wit, on the sixteenth of December, one thousand eight hundred and fifty-eight, the Defendant held to the order of the Plaintiff, a quantity of the said goods amounting to the sum of Two hundred and Sixty-one pounds, three shillings and one penny currency as set out in Defendant's statement by him filed in this cause as his exhibit number four, (No. 4) as follows, to wit:

Montreal, 16th Decr. 1868.

Montreal, 16th Decr. 1858.

Statement of Guns and Pistols held to the order of Messrs. Renkin Frères, Liege  
by James Foley.

[illegible]

Currency & 261 1 1 1