

the guaranty, the amount of which indebtedness plaintiffs claimed from defendant.

G. H. Watson, K.C., for plaintiffs.

G. C. Gibbons, K.C., for defendant.

STREET, J.—In ascertaining the extent of defendant's engagement, the rule of construction to be applied is, that the language, being that of defendant himself, should be construed rather in favour of the other party because it was the duty of defendant to frame it so as not to mislead the person to whom it was addressed. At the same time defendant's liability must not be extended beyond the limits of the language he employed, but the words are to be read as strongly against him as the sense will admit of: *Mason v. Pritchard*, 12 East 227; *Hargrave v. Smee*, 6 Bing. 244, 248; *Mayer v. Isaac*, 6 M. & W. 605; *Wood v. Priestner*, L. R. 2 Ex. 66; *Blest v. Brown*, 4 D. F. & J. 367, 376. . . . So regarding the contract, the plaintiffs were justified in placing upon it the construction they now contend for, and upon which they have acted, viz., that it was a guaranty of payment of all accounts, future as well as past, incurred or to be incurred by the Wray Corset Co.

Judgment for plaintiffs for \$556.53, with interest from 18th September, 1902, on \$516.37, and costs of the action.

STREET, J.

JULY 6TH, 1903.

TRIAL.

WHITNEY v. BRUCE.

Sale of Goods—Conditional Sale—Property not to Pass—Affixing to Freehold—Rights of Owner—Lien Note—Alteration after Execution—Invalidity—Conversion of Goods.

Action for conversion of chattels. Plaintiff was a tin-smith carrying on business in Woodstock, and had agreed to supply to the Oxford Creamery Co., a corporation of which he was a member, at their creamery in the township of West Oxford, a quantity of machinery and plant and iron piping for use there. The creamery building was erected upon a small parcel of land forming a part of defendant's farm which the company had agreed to buy from him, but which had not been paid for. Plaintiff said he stipulated that the title to the goods should not pass until the money was paid, but this arrangement was not made until immediately before the 19th April, 1899, and then applied to only part of the property. Some 900 feet of iron pipe had been delivered on 20th February, 1899, and been sunk in the ground as soon