The defendant railway company sought to escape liability by force of rule 13 of the rule-book governing its right and liability as to the delivery of cars—"The delivery of cars to private tracks shall be considered to have been made when such cars have been properly placed on the tracks designated, or when they would have been so placed but for some condition for which the shipper or consignee is responsible."

The railway company had proved that the cars were properly placed on the private tracks of the Puddy company. The railway company had thus discharged all its duty in so far as the shippers and consignee were concerned; and the action, as against the railway company, should be dismissed.

The proper legal presumption was that the coal delivered was of the kinds and quantities ordered.

The orders were given by telephone. The Puddy company relied on the Statute of Frauds, R.S.O. 1914 ch. 102, sec. 12, contending that there was no memorandum in writing signed by them and no acceptance or receipt of the goods. The learned Judge found, however, that there was an acceptance and receipt.

The plaintiffs should have judgment against the Puddy company for the amount claimed, with interest and costs.

The plaintiffs were justified in suing both defendants. The action should be dismissed with costs as against the railway company, and the plaintiffs should be allowed to add such costs to their claim against the Puddy company and to recover the amount thereof from that company.

WATT v. HITCHCOCK—FALCONBRIDGE, C.J.K.B.—JULY 8.

Contract—Architects—Remuneration for Services.]—Action by architects to recover $1,150 as remuneration for services rendered to the defendants. The action was tried without a jury at London. FALCONBRIDGE, C.J.K.B., in a written judgment, said that the contract between the parties was set out in the affidavit of the defendant Hitchcock, filed by way of defence. The contract was prepared by the plaintiffs. The learned Chief Justice agreed with the contention of counsel for the defendants, and was unable to read into the contract any stipulation for the charges now sought to be made by the plaintiffs. The action should be dismissed with costs. The defendants might take out the money paid into Court and apply it pro tanto on their costs. G. S. Gibbons and J. C. Elliott, for the plaintiffs. T. G. Meredith, K.C., for the defendants.