

The judgment of the Court was delivered by RIDDELL, J.:—John A. Stephenson was carrying on business at Midland as agent for a number of manufacturers, amongst them the McLaughlin Co. of Oshawa, which manufactured carriages, &c. The plaintiffs carried on the business of manufacturing and selling carriages, and desired Stephenson to handle their goods. The secretary of the company went to Stephenson at Midland . . . to induce Stephenson to handle their goods. . . . The arrangement then was made that Stephenson should “cut out” the McLaughlin Co. and deal with the plaintiffs. Stephenson placed an order with the plaintiffs the same day, amounting to over \$2,000, for buggies, intending, as of course the plaintiffs were aware, to sell them. The transaction was reduced to writing, and it took the form of an order signed by Stephenson for the supply of buggies, “all to be settled by draft at Nov. 1st, 5 per cent. for all cash up to July 31st, draft to be renewed without interest to cover any goods not sold during season until Nov. 1910. . . . It is agreed that the title to the property mentioned on this order and any other merchandise purchased and not paid for shall remain in the Dominion Carriage Co. Limited until the purchase-price and all notes and acceptances given for same have been paid in cash. . . .”

On the buggies in question in this action when supplied to Stephenson there was affixed an oval metal plate with the name of the plaintiffs stamped thereon. An arrangement was made whereby the plaintiffs furnished Stephenson with a number of metal plates, oblong in shape, stamped “Mfd. for J. A. Stephenson, Midland, Ont.” The evidence is not very clear whether the plaintiffs expected Stephenson to affix these plates to the buggies in question, but I think it may fairly be considered that they did. Stephenson did attach the plates to the buggies, but did not remove those of the plaintiffs.

Wilson, one of the defendants, an illiterate man, not able to read, bought two of the buggies supplied to Stephenson by the plaintiffs. He cannot say if the Stephenson plate was on the buggies when bought by him, and of course cannot say that he was at all influenced by them, if they were there—he did not and could not read them. In perfect good faith and without any knowledge or express notice of the ownership of the plaintiffs, Wilson gave for the buggies to Stephenson two buggies worth about \$60 and a note for \$90 dated 30th April, 1909, payable 1st January, 1910.

The plaintiffs, shortly after the sale by them to Stephenson, drew upon him for the amount of the invoice—the draft was accepted but not paid on maturity, the 1st November, 1909. About