

cash payment, balance in two notes of equal amount; our customary lien to cover all machinery purchased." The lien agreement was forwarded for defendants to sign, but they did not sign it. The machine was mechanically well built, and similar in construction to a number manufactured by plaintiffs, regarding which no complaints were received. Alterations were necessary to make the loom efficient to manufacture elastic webbing. The property in the loom had not passed to defendants, for it was sold subject to the customary lien contract used by plaintiffs, and it remained in their possession subject to the lien upon which it was sold by plaintiffs. The defendants, notwithstanding the existence of the lien, were entitled to shew that the loom was not as warranted, and so reduce plaintiffs' claim by the difference between the value of the loom as warranted and the value as it was shewn to be, as evidenced by the cost defendants were put to in remedying the defects found to exist: *Cull v. Roberts*, 28 O. R. 591; *Copeland v. Hamilton*, 9 Man. L. R. 143. This cost amounted to \$69. Even if defendants were entitled to recover consequential damages, they could not do so while the goods remained the property of plaintiffs. Even if the consequential damages claimed were not too remote (as to which see *Fuller v. Curtis*, 100 Ind. 237, *McCormack v. Vanatta*, 43 Ia. 389, *Osborne v. Poket*, 33 Minn. 10, *Brayton v. Chase*, 3 Wis. 456), the defects in the machine were such as might have been remedied in a few days at the cost of a few dollars, had a competent mechanic been engaged for the purpose.

Judgment for plaintiffs for \$395.63, with interest from 1st October, 1900, and costs. Counterclaim dismissed with costs.

TRIAL.

MACMAHON, J.

NOVEMBER 5TH, 1902.

LANGLEY v. LAW SOCIETY OF UPPER CANADA.

Contract—Printing of Reports—Assignment by Printers of Claim for Payment—Subsequent Assignment for Creditors—Sale of Claim by Assignee—Rights of Vendee—Judgment—Set-off.

Action by the liquidator of the Publishers' Syndicate, Limited, to recover from the Law Society \$346, claimed as the balance due in respect of the printing and publishing of certain law reports for the society.

C. D. Scott and S. B. Woods, for plaintiff.

H. Cassels, K.C., for defendants.