

a particular subject has a right to retain the subject till he is paid for his work. It has, accordingly, been decided in the Scottish Courts that a bleacher has this right, but has no right to sell the subject. If the retention of it is causing him expense, he may intimate to the owner that he intends to sell; if the owner refuses to relieve of the goods, he may sell, or he may apply to the Court for power to sell. But he cannot do so without these formalities."

Two causes of action were alleged in the statement of claim: the first was on the contract for not delivering the goods sold to the plaintiffs' assignor, and which were included in the inventory and paid for; the second was for the conversion by the defendant in the consent he gave to Lumsden & Mackenzie to sell the goods to satisfy the lien for bleaching amounting to £87 10s 10d.

J. Bicknell, K.C., and J. W. Bain, K.C., for the plaintiffs.

G. F. Shepley, K.C., for the defendant.

MACMAHON, J.:—Mr. Shepley contended that the plaintiffs could not succeed on the first ground, as the sale was "subject to shorts and longs," which protected the defendant from any shortage of goods mentioned in the inventory. I do not understand the meaning of the words to be as contended for. No evidence was given at the trial as to the meaning of the words in such a contract. But I understand that if some pieces of cloth are included in the invoice as containing 25 yards, when their actual measurement is 20 yards, and other pieces are inventoried or invoiced as containing 20 yards, when in fact they measure 25 yards, the buyer accepts the short pieces, and the loss thus sustained is compensated for by the long pieces, and in this way a rough and ready adjustment is effected. . . . It would be a total perversion of language to say that 149 pieces of goods, containing 4,332 yards, and valued in the inventory at \$1,084.94, should be considered as coming under the designation of "shorts and longs."

As the goods were sold by the defendant as "free from incumbrances," and were paid for by Todd, the plaintiffs' assignor, and as the goods were not delivered by the defendant, he is liable for a breach of his contract.

The goods were put in the inventory at the mill manufacturers' prices, and I assess the plaintiffs' damages at \$1,084.94, for which they are entitled to judgment and costs.