

suspended until obedience is yielded, when full right to enforce the contracts made is given. It is said that the right is given to the company only. This is too narrow. Whatever right is taken away or suspended by the statute as the effect of disobedience is restored upon obedience. . . .

The appeal . . . must be dismissed with costs. . . .

DIVISIONAL COURT.

JANUARY 21ST, 1911.

*LONG v. SMITH.

Sale of Goods—Written Contract—Purchaser Induced to Sign by Oral Promise of Vendor—Return of Goods as not Answering Condition as to Value—Parol Testimony to Shew Promise and Condition—Inconsistency with Written Instrument—Printed Form of Contract—Clause Providing that whole Agreement Contained therein—Representation as to Value—Reliance on by Purchaser—Vendor's Knowledge of Falsity—Fraud—Enforcement of Contract.

Appeal by the plaintiff from the judgment of DENTON, Jun. Co. C.J., dismissing an action brought in the County Court of York to recover \$565, the balance of the price of a Karn piano sold by the plaintiff to the defendant under a written contract. The sale price was \$575, and \$10 was paid on account.

The appeal was heard by BOYD, C., LATCHFORD and MIDDLETON, JJ.

W. E. Raney, K.C., for the plaintiff.

H. J. Macdonald, for the defendant.

The judgment of the Court was delivered by BOYD, C.:—The County Court Judge has held, and it is well proved in the evidence, that the written contract was signed upon this undertaking given by the plaintiff that if the defendant should find that the piano was not worth the price asked, viz., \$575—that if he should find it was overcharged and not worth that money—then the plaintiff would take back the piano and refund the \$10 that had been paid. As the defendant says, he signed the written contract on that “wordable understanding” (he appears to be

*To be reported in the Ontario Law Reports.