

that company and procure delivery from them. All the delay after the arrival in England, in consequence of plaintiff's inability to procure the goods, is chargeable to them; and none the less so, because the plaintiff did his utmost to lessen the damage by the efforts made by him to procure them. Their contract was to deliver within a reasonable, not merely at any, time, and all delay after a reasonable time had elapsed should be considered. The difference between the value of the goods in plaintiff's hands, had he received them in a reasonable time, and the time when they were received, is the measure of damage. The fact that they forbid the plaintiff employing his agent to sell the goods and insisted on delivery to their own agents, though they afterwards refused to take them, makes them liable for any delay caused by plaintiff's waiting and not taking active means to sell the goods till they had refused to receive them.

*McCarthy, Q. C., contra.* The Toronto agent had no authority to change the bill of lading, and if he had the liability is admitted, but the damage should only be the difference in the freight from Liverpool to London. He cited *Schroeder v. Hudson River R. W. Co.*, 5 Duer 55; *Thurman v. Wells et al*, 18 Barb. 500.

March 18th, 1882. CAMERON, J.—I am of opinion that, whether Barr had by virtue of his position authority to bind the defendants by changing the destination of the seed after it had been received and shipped by another agent upon an agreement fully entered into so as to bind the defendants or not, what he did was not disapproved of or repudiated by the general freight agent of the defendants, W. H. McIlhanny, in New York, who would, from his position, have authority to bind the defendants in a matter such as this, which would be within the ordinary powers of a general agent; but, on the contrary, the said McIlhanny, having been advised of the change, would have carried it into effect if the seed had not reached New York bonded to Liverpool. His letter to Barr on the subject,