

The judgment of the Court was delivered by LATCHFORD, J.:—The evidence discloses nothing to warrant the finding of the jury that the motorman, by exercising reasonable care, could have stopped his car, and thus have avoided the collision, after he became aware or ought to have become aware that danger was imminent.

No signal indicating an intention to turn eastward was given from the automobile. The motorman had not the slightest reason for apprehending that the chauffeur would change his course and turn eastward around the corner.

As there is no evidence on which the finding of negligence can be based, the action fails.

The appeal should be allowed with costs here and below.

MARCH 2ND, 1915.

VAN ZONNEFELD & CO. v. GILCHRIST.

Sale of Goods—Perishable Goods—Contract—Delivery to Agent of Purchaser for Carriage—Instructions as to Preservation in Carriage—Duty of Vendors—Goods Rendered Useless by Negligence of Purchaser's Agent—Liability for Loss.

Appeal by the plaintiffs from the judgment of COATSWORTH, Junior Judge of the County Court of the County of York, dismissing an action in that Court, and awarding the defendant judgment upon his counterclaim for \$75. The action was for the price of bulbs shipped by the plaintiffs from Holland; and the counterclaim was for duty and freight.

The appeal was heard by FALCONBRIDGE, C.J.K.B., RIDDELL, LATCHFORD, and KELLY, JJ.

J. P. MacGregor, for the appellants.

A. J. Anderson, for the defendant, respondent.

RIDDELL, J.:—The plaintiffs are bulb-growers in Susenheim, Holland; the defendant, a florist, near Toronto.

The defendant having had no previous dealings with the plaintiffs, their traveller called on him at his place and obtained an order for certain bulbs, which was transmitted to the plaintiffs in Holland.

At the end of the order were written the words: "To be shipped at once American Express Company; keep from heat