

cover your interest therein, and upon demand will assign and deliver to you the policy of insurance, and, should I fail to do so within 10 days after receipt of goods, you are at liberty and are hereby instructed to insure them as per this agreement, and the charges and costs for so insuring them shall become part of this indebtedness and be added to the first cash payment, and the title in the said machinery and goods . . . shall not pass from you until all the dues, terms, and conditions of this order . . . shall have been duly complied with by me, and until all moneys payable and notes given under this order . . . have been fully paid and satisfied, and I will not sell or remove any of the said machinery or goods from my premises without your consent in writing so to do, and in case of default of the payments or provisions of this order . . . and without affecting my liability for purchase money . . . you are at liberty with or without process of law to enter upon my premises and take down and remove the said machinery and goods . . . and I hereby agree to deliver the said machinery and goods to you in like condition as received, subject to wear and tear . . . and you after such removal may without notice to me sell said machinery and goods at such prices as, in your judgment, are advisable, and credit me with same . . . and I agree to pay to you forthwith the deficiency, if any, arising after such sale. . . .

“And I hereby declare . . . that any note or notes or other security given by me to you for any indebtedness under this” (order), “or any part thereof, shall be collateral thereto, and that all payments made by me to you shall be applied as you desire. . . .

“J. M. Bird.”

On the terms contained in this order Petrie shipped the machinery in question to Bird, who installed it in his lumber mill, and on 10th October, 1906, sold the mill, including machinery, to Messrs. Martin, who, on 19th March, 1907, sold the same to plaintiffs.

On 18th February, 1908, the defendants removed the machinery in question from the mill of the plaintiffs, whereupon the latter brought this action for damages because of wrongful removal.

In justification of their action, the defendants say that, at the time of their taking possession of the machinery, there was overdue and unpaid for purchase money the sum of