

county of Inverness where the Liquor License Act was in force. The goods were consigned to plaintiff's own order and had not yet been delivered to the parties for whom they were intended. The goods were seized by the Inspector for the county but of his own motion and without having taken any of the proceedings for their seizure and confiscation provided by the Act.

Held, that plaintiffs being the owners of and having full control over the goods at the time of their seizure were entitled to recover the full value thereof against the Inspector.

D. McNeil, for plaintiffs. *Gallant*, for defendant.

Graham, E.J.—Trial.]

[Oct. 20.]

LEHIGH VALLEY COAL CO. v. KING.

Sale of goods—Terms of contract—Free discharge—Evidence as to memorandum in writing—Effect of.

Plaintiff company through one of their agents sold a quantity of coal to defendant and agreed to secure a vessel to carry the same at the rate of ninety cents per ton, which defendant subsequently agreed to increase to \$1 per ton. Plaintiff's agent wrote his principals on the same day that the contract was made informing them that the terms of the contract were ninety cents freight and "free discharge," but in a memorandum of the terms of contract delivered to the defendant at the time of the making of the contract these words were not mentioned and defendant denied that they were discussed or agreed to.

Held, that, defendant had a right to rely upon the terms of contract as stated in the memorandum and that his version of the agreement supported by the memorandum must be adopted and that he was entitled to recover from plaintiff company the amount paid out by him for delivery in order to obtain possession of the coal.

J. J. Ritchie, K.C., for plaintiff. *Daniels*, K.C., for defendant.

Graham, E.J.—Trial.]

[Oct. 20.]

TAYLOR v. McLAUGHLIN.

Sale of goods—Term F.O.B.—Effect of—Error as to date—Actual date may be shewn.

Defendant ordered from plaintiffs, manufacturers of safes, at Toronto, a safe of specified description and value, the safe to be delivered by plaintiffs F.O.B. Toronto, and to be paid for by defendant in one instalment, net cash, without interest.