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pondents, Vezina & Bedard. Upon receiving the goods, consisting of a number of pieces of tweed, Vezina & Bedard immediately wrote to McInnes & Co. that the goods were not according to the sample which had been shown to them, and refused to accept them; and they inquired of McInnes & Co. in what manner they should return them. Not receiving any answer, or receiving an evasive answer, they returned the goods through the Express Company, with the exception of one piece which they retained, on the ground that, having paid something for freight, they were entitled to keep one piece of the goods as security for the repayment of the freight. The Court below decided that the goods were not according to sample, and the action was dismissed. The Court here considered that the judgment appealed from was correct in holding that the goods were not according to sample. Then, there was another question—whether Vezina & Bedard having kept one piece of goods as security for the repayment of the freight, they had thereby lost their right to complain. The

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Court here was of opinion that, under the circumstances, there had been no acceptance of the contract in part. The contract was repudiated for the whole, one piece alone being kept as a pledge that the defendants should be reimbursed what they had paid for freight.

Ramsay, J., concurred in the judgment simply on the ground that there was a conflict of evidence, and under the circumstances this Court did not think proper to disturb the decision of the Court below. Judgment confirmed.

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