

no repudiation of Barr's action, or the least suggestion that he was not acting within the scope of his authority. I think after that correspondence the onus is on the defendants to shew that he had not authority, and they have not asked their witnesses a question on the subject. The defendants have, therefore, issued a bill of lading, by which they contracted to deliver the plaintiff's goods to him at London, and instead of doing so they caused them to be carried by the Inman Line, their agents for the purpose, to Liverpool. It appears to me that, having made this mistake, it was the defendants' duty to do what was necessary to enable them to have the goods conveyed to London. The plaintiff could not get them at Liverpool on the bill of lading he had received, and although much needless delay appears to have been caused by the omission of both parties to take the speediest course for getting possession in Liverpool, viz., by the defendants obtaining from the plaintiff and forwarding a fresh invoice or order for their delivery or transfer there, yet I think it lay upon the defendants to obtain whatever was necessary in that respect to relieve them from the consequences of their breach of contract. The plaintiff did not obtain possession of the goods until the 22nd of March, having been obliged to pay the freight or carriage from Liverpool to London, where they ought to have been delivered on the 12th February. He is entitled to damages, which I estimate as follows:—

The difference in market price, between February and March, was six shillings per 112 pounds.

2,677 pounds at 44 shillings per 112 pounds	....	\$ 2559 50
Deduct from that the price at which the clover seed was sold—38 shillings per 112 pounds	....	2210 44
Balance	.....	\$ 349 06
Freight from Liverpool to London	.....	\$ 105 90
Interest on \$2,559.50, from 12th February to 22nd March—one month and ten days	.....	16 50
Interest on \$454.96, from 22nd March, 1880, to 4th January, 1882, say	.....	50 00
Total	.....	\$ 521 46

I direct judgment to be entered for the plaintiff for this amount, with costs of suit, after the fifth day of next Hilary Sittings.

I at first thought I might include in the sum to be awarded for damages \$83.60, expended by the plaintiff for cablegrams, in respect of the goods, but, on reflection, I do not see on what principle he is entitled to it.

The defendant gave notice of motion to set aside the judgment directed to be entered by the learned Judge, and to enter judgment for the defendants, or to reduce the amount of damages, on the grounds taken at the trial.