their motion. In the meantime it must be dismissed with costs to the plaintiff in the cause.

I would refer to my observations in Becker v. Dedrick, 2 O. W. R. 786, and Fuller v. Appleton, ib. 829, on the question of when particulars should be given, that each case must largely depend on its own facts. Here the matters can only be understood and explained by experts in electricity. The defendants themselves are more likely to know what, if any, defects existed than anyone else, though I admit that is not decisive.

MEREDITH, J. NOVEMBER 16TH, 1903.

TRIAL.

CRAIG v. BEARDMORE.

Sale of Goods—Property Passing—Loss of Goods—Default of Vendee—Action for Payment—Unconditional Contract for Sale of Specific Goods in Deliverable State—Postponment of Delivery and Payment—Construction of Contract—Intention of Parties.

Action for the price of goods sold, tried at Lindsay.

R. J. McLaughlin, K.C., for plaintiffs.

H. J. Scott, K.C., for defendants.

MEREDITH, J.—The plaintiffs confine their claim to one for money payable by defendants to them for goods bargained and sold by them to defendants. They do not claim in the alternative damages for breach of contract to buy; and the one question presented by them for consideration is whether the property in the goods passed to defendants at the time of the contract for the sale of them.

The contract is in writing. A general form, prepared and generally used by defendants, was used in this instance, and altered by the parties with the intention of fitting it to the facts of the actual transaction.

Had the transaction been really such an one as was contemplated by the framers of the form, the plaintiffs could hardly hope to succeed on the ground upon which their claim is based; but it was not; it was a very different transaction, as the added words plainly, but not so plainly as the whole facts and circumstances, shew.

Before the writing was signed the defendants, through their purchasing agent, had measured and classified the goods. The parties were dealing in regard to the certain specific tan