

HON. MR. JUSTICE LENNOX:—The defendants' witness Alfred Torges says he made final examination of the car, on 20th October, and that nothing has been done to it since. He modified this a little on cross-examination. The evidence of another of their witnesses, Terry, would also go to shew that repairs were completed by this date. The disbursements for transportation down to this date were at least \$470, and with some other small items included, would perhaps bring them in the neighbourhood of \$500. As to the condition of the car, however, I accept the statements of Mr. Visick, as by far the most reliable evidence in the case, and upon his evidence, I am satisfied that it was not in good running condition, even on the 4th of March, instant. It can be made right, however, at a trifling expense. Counting to the present time plaintiff's disbursements are \$644. As I intimated at the close of the case, the plaintiff must take the car now, and of these disbursements, I have determined to allow him \$600. The evidence satisfies me that, let the repairs be what they may, there is a general depreciation in the efficiency, and value of the car—of at least \$300. This is not in any way interfered with by the agreement, and I allow the plaintiff this sum under this heading. The plaintiff claims for loss of professional earnings for five months, about \$500 or \$600. I think this is a *bona fide* claim, and that the plaintiff has probably suffered loss in the way he says, but as he voluntarily suffered a similar loss before the 12th of October, when both parties recognized the agreement, and for other reasons I do not consider this a recoverable item of damages. The \$250 recently paid into Court, will be paid out to the plaintiff, and applied upon the judgment. There will be judgment for the plaintiff for \$900 with costs, according to the tariff of this Court.