

carried on by the plaintiffs and the lease of the business premises. The action was tried without a jury at a sittings in Ottawa. SUTHERLAND, J., in a written judgment, said, after setting out the facts, that the agreement for sale was in the form of a bill of sale, which was a complete contract in itself and under which the defendant was required to pay to the plaintiffs the balance sued for in this action. The agreement did not give the defendant an option to transfer a certain quarter-section of land within 3 months in lieu of the payment of the balance. Even if it had given the defendant that option, he did not make the transfer within the 3 months. The agreement did provide that the balance should be secured by a transfer of the land within 3 months. A document, bearing even date with the bill of sale, and signed by the defendant, was not signed by the plaintiffs or either of them, and appeared to have remained in the possession of the defendant or of one Palmer, his agent, as also a copy of the bill of sale. The plaintiffs were entitled to succeed unless it was shewn by satisfactory evidence that they had committed a breach of their covenant not to engage in a similar business, as alleged by the defendant. The evidence offered by the defendant on this branch of his defence was too meagre and unsatisfactory to warrant a finding that there had been any breach of the plaintiff's covenant in this respect. There should be judgment for the plaintiffs for \$1,100 and costs. The defendant's counterclaim for reformation of the bill of sale and damages for breach of the covenant should be dismissed with costs. F. H. Honeywell, for the plaintiffs. A. E. Fripp, K.C., for the defendant.

KATZMAN v. HALL—FALCONBRIDGE, C.J.K.B.—JAN. 11.

Negligence—Collision of Motor-vehicles on Highway—Evidence—Fault Attributed to Defendant—Excessive Speed—Driving on Wrong Side of Road—Failure to Take Precautions to Avoid Collision—Absence of Contributory Negligence—Findings of Trial Judge—Damages.—Action for damages for injury sustained by the plaintiff in a collision between his motor-cycle and the motor-car of the defendant upon a highway. The plaintiff alleged that the collision was brought about by the negligence of the defendant. The action was tried without a jury at St. Catharines. The learned Chief Justice, in a written judgment, said that the preponderance of independent testimony was much in favour of the plaintiff. The defendant's wife, who was the driver of the motor-car, had not a very great amount of experience; she was on the wrong side of the road at the time of the accident; and, if she had