

contract. Failure so to make such trial or give such notices within said five days shall be conclusive evidence of the due fulfilment of warranty by said company. When at the request of the purchasers men are sent to operate said machinery and find that it has been carelessly or ignorantly handled to its injury in doing good work, the expenses so incurred shall be paid by the purchasers and form part of the debt secured under or by virtue of this agreement. This warranty shall be operative only in case the purchasers perform fully all their obligations under this agreement, and it shall be void in the event of any representations or statements made by the purchasers being untrue. No remedy other than the return of the defective part or machine shall be had for any breach of warranty. This warranty does not apply to second-hand machinery."

There is no pretence that written notice or any notice was given within the five days. The defendant's only written complaint is more than a month later (contract 18th September; letter 26th October).

It does not avail the defendant to say that he did not read the contract, a copy or duplicate original of which was left with him. He is not a marksman nor entirely illiterate. His education and intelligence have been deemed sufficient to qualify him to be a county constable, which office he holds.

Again, on the 26th November, when Lumley, the expert, came, the defendant signed the following:—

"Date 26th November.

"The Geo. White & Sons Co. Ltd., London, Ont.

"Dear Sirs:—This is to certify that your Mr. Lumley has been here and fixed my engine for me and that same is now entirely to my satisfaction.

"W. Hobbs."

He says he had not his glasses, and he signed a paper "just to shew that he" (Lumley) "was there." That this paper does not express the attitude of his mind at any time, I am sure, but what can be done for or with a man like this?

The result will be judgment for the plaintiffs with costs.

The exact form of the judgment can be settled when I am advised of the terms on which the plaintiffs took back this engine.