

RIDDELL, J., concurred.

MEREDITH, C.J.C.P., read a judgment in which he referred to the evidence, the charge, the findings of the jury, and the judgment entered thereon.

"Notwithstanding the grievous injuries inflicted upon the plaintiff," the learned Chief Justice said, "through, in part, the negligence of the defendant, and notwithstanding the fact that the defendant escaped from the collision unscathed, the plaintiff's action wholly failed, according to the law administered in the Courts of this Province, because, according to the findings of the jury, the plaintiff would not have suffered any injury from the defendant's negligence but for his own negligence."

MASTEN, J., also read a judgment, in which, after setting out the facts and findings, he said that the 2nd and 4th answers of the jury were to be taken together, and, taken together, constituted a finding of contributory negligence.

Appeal allowed and action dismissed.

SECOND DIVISIONAL COURT.

APRIL 14TH, 1916.

RE ENGLISH.

Interest—Agreement to pay Sum for Past Maintenance—Construction—Time for Payment—Death of Promisor—Evidence—Surrounding Circumstances.

Appeal by the executors and residuary legatees under the will of Andrew English, deceased, from an order of the Judge of the Surrogate Court of the County of Kent allowing a claim against the estate made by William English, the brother of the deceased for ten years' board of the deceased and interest. The appellants complained of the allowance of \$250.20 for interest.

The appeal was heard by MEREDITH, C.J.C.P., RIDDELL, LENNOX, and MASTEN, JJ.

J. G. Kerr, for the appellants.

O. L. Lewis, K.C., for the claimant, respondent.

LENNOX, J., read a judgment in which RIDDELL and MASTEN, JJ., concurred. He set out the agreement made between the deceased and the claimant on the 1st May, 1912, as follows: "I, Andrew English . . . do hereby acknowledge that my brother, William English, has furnished me with board, lodging,