tract as that in question here. It is so one-sided as to give the vendor a chance of shutting the vendee out of the ordinary rights and remedies he might expect to have in making such a purchase. In regard to the parts of it that are involved in its warranties or attempt to deprive the vendee of any warranty or remedy, but of a most illusory character they are so ambiguous as to furnish legal puzzles.

"However the appellant has signed and is bound by what he has signed."

In the same judgment Mr. Justice Brodeur expresses himself as follows:—

"The contract on which the action is based is one of those extraordinary contracts that are much in use in the West for the sale of agricultural implements. The stipulations are practically one-sided and the purchasers are very largely at the mercy of the selling companies. These contracts are remarkable for their numerous provisions and conditions all tending to ensure the liability of the purchasers and to relieve the seller from any obligation. Though those contracts may appear unjust and unreasonable the courts have to accept them as the law of the contracting parties. We have no discretion in the matter. There are cases where the legislatures have intervened to avoid unreasonable clauses in an agreement. The legislative authority has already dealt with some insurance contracts, bills of lading, water carriage of goods. But as far as agricultural implement contracts are concerned, no such provision exists in the law; so we are bound by the contract as signed or agreed upon by the parties. The contract in this case strikes me as unreasonable when it provides that a buyer of a machine would have only three days to examine whether it is of good materials and durable. These defects if they exist could not be very easily detected and become apparent until after some time."

Case in Saskatchewan

These two cases were followed in a recent case tried before Mr. Justice Newlands, at Arcola, Robert Bell Engine & Thresher Co. vs. Burke" in which the expert of the machine company who helped to build the machine proved that the machine was built of poor material and the judge in his findings says as follows:—"The engine did not answer the warranty, the boiler was badly put together, the rivets did not fit the holes through which they were put and later on in the spring of 1910 the axles bent and from that time the defendant had considerable trouble with the engine and it never afterwards did good work."

The defendant complained several times and was going to send it back to where he got it but the plaintiffs' agent persuaded him not to, promising to fix it. It was, however, never fixed satisfactorily but it was held that he, not having given the notice required by the contract within three days after he started to use the engine and sent it by registered mail to the Robert Bell Engine & Thresher Company, at Seaforth, Ontario, he could not recover any damages either for breach of express or implied warranty.

Insurance Contracts

In view of these statements of judges of our highest court in the Dominion it seems that the time is ripe for some action on the part of the farmers and following the remarks of Mr. Justice Brodeur that action should take the form of legislation. That the legislature has power to put in effect such legislation there can be no doubt. In connection with insurance policies to protect the public from misleading statements, it is now enacted that the policy must contain certain provisions, which provisions are necessary for the full protection of the public. In the recent "Workmen Compensation for Injuries Act" passed by the Legislature of Saskatchewan, it is provided that a workman is practically entitled to damages, no matter if his own negligence to some extent contributed to the accident and that even if he signs a contract designed to do away with his right to collect damages under the Act, such contract will be void and he will still have his remedy.

One thing that should be embodied in the legislation should be a somewhat similar provision so that the provision of our Sales of Goods Act in regard to the machine being implied warranted to be reasonably fit for the purpose for which it is sold should be good and binding upon the company, notwithstanding any provision to the contrary contained in the written contract.

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