

money is to be paid on account herein to any person without the written order of an officer of the company at the head office."

I find, also, that the engine did not work properly and do good work, particularly in this regard that it consumed about 33 per cent. more fuel and water than the defendant's old Waterloo engine. Also, as compared with the latter, it required an enormous amount of steam pressure to do the work.

The result of this was that there was a great loss of time to the defendant, his men and his employers, the farmers. The farmers, too, who supplied fuel and water, began, as the defendant says, to "kick," and many of them said that they would not have it on the place if they could get another engine.

I prefer the evidence of the defendant and his witnesses to that of the experts called for the plaintiffs. These latter did not see it at work on the ground. The defendant and the men who operated it there were practical men of long experience and fully competent to exercise good care, proper usage, and skilful management so as to make it work properly and do good work—but it failed to do so.

It seems hard that the defendant should have to pay for the engine under these circumstances.

But here again the contract says: "The above machinery and goods are warranted to be well made, of good material, and, with good care, proper usage, and skilful management, to work properly and do good work. Defects or failure in one or more parts of said machinery or goods shall not afford grounds for condemning or returning the whole or any other part. This warranty is good for five days only after starting, and written notice of any complaint must be given to the company, at its head office, and also to the agent through whom purchased, before the expiration of said five days, stating in detail wherein this warranty is not satisfied; and reasonable time thereafter shall be given to the company to send competent workmen to remedy the difficulty, the purchasers agreeing to render necessary and friendly assistance with men and horses gratuitously, if requested, and the company to have the right to replace any part or parts within reasonable time, after which, if anything is not in accordance with this warranty, it is to be returned by the purchasers to the place of shipment free of charge without delay, and the company shall then have the right to substitute other parts or machines therefor, within reasonable time, on the same conditions, and under and subject to the terms of this