

question in the action to be sound, and the defendant sent a cheque for the price. They were delivered and found to be unsound, and payment of the cheque was stopped, and the present action was then brought to recover the price. At the trial Pinkett was examined as a witness for the plaintiff, and, on his cross-examination, he confessed that the plaintiff had offered him a sum of money if the horses were sold, and that he had accepted the offer. It did not appear what was offered, or that he had actually received the money. Day, J., who tried the action, gave judgment for the plaintiff, notwithstanding this evidence, for the amount of the cheque; but the Court of Appeal (Smith, Chitty and Collins, L.JJ.) unanimously reversed the judgment, on the ground that the conduct of the plaintiff, in offering a secret bribe to Pinkett, vitiated the certificate of Pinkett, on which the sale depended, and without which the plaintiff could not make out a case.

BOND — CONDITION NOT TO COMMIT BREACH OF INJUNCTION — LIQUIDATED DAMAGES — SPEEDY JUDGMENT — SPECIALLY-INDORSED WRIT — RULE 115 — (ONT. RULE 603).

In *Strickland v. Williams* (1899) 1 Q.B. 382, the action was brought to recover the penalty of a bond, the condition of which was that if the defendant should at all times, in obedience to a perpetual injunction of the High Court, refrain from trespassing on the plaintiff's lands, or the walls, gates or fences thereof, or in closing the same, or from pulling down or otherwise injuring the same, or inciting others to commit any such trespasses, the obligation should be void. The defendant having committed a breach of the injunction, the action was brought, the writ specially indorsed, and an application made for judgment under Rule 115 (Ont. Rule 603), and an order made by Channell, J., from which the defendant appealed. It was contended that the bond fell within 8 & 9 W. 3, c. 11, s. 8; and the condition being against the performance of several different things, the damage in respect of breaches might be quite different, and that the sum secured by the bond was a penal sum, and not liquidated damages, and therefore not the subject of a special indorsement. The Court of Appeal (Smith, Rigby and Collins, L.JJ.) affirmed the order for judgment, holding that the penalty of the bond was in the nature of liquidated damages, because the payment was conditioned on one event, viz., the disobedience of the injunction. See *Star Life Association v. Southgate*, 18 P.R. 151.