

ing that the young woman was not guilty of contributory negligence.

Then it was argued that this was a case of an emergency—that the defendant, without time for reflection, had to act suddenly; and that, even if he took what turned out to be a wrong course, he ought not to be held answerable for it. The learned Chief Justice said that he could not agree in that, because it was quite plain that, if he had looked before him, before the “emergency” arose, he might have seen where the persons, of whom the young woman was one, were standing. He said that he did not look. It was his duty to keep a watchful look-out when driving, especially when driving in such a place; and, if there was an “emergency,” the defendant brought it upon himself. Why follow so close upon the carriage in front of him? What reason for going past the carriage at such a rate of speed? There was no sufficient excuse for the conduct of the defendant which caused the plaintiff’s injury.

LENNOX, J., briefly reviewed the evidence, and stated that it satisfactorily established the defendant’s liability.

RIDDELL and MASTEN, JJ., concurred.

Appeal dismissed with costs.

FIRST DIVISIONAL COURT.

MARCH 21ST, 1916.

GATCHELL v. TAYLOR.

Fraud and Misrepresentation—Sale of Land and Business — Material Misrepresentations as to Matters of Fact—Reliance on by Purchaser—Rescission—Return of Money Paid and Promissory Note Given—Infant Purchaser.

Appeal by the defendant from the judgment of CLUTE, J., at the trial, setting aside an agreement made between the plaintiff and defendant on the 11th December, 1914, for the sale to the plaintiff of a dwelling-house and blacksmith-shop in Sowerby, with certain tools and stock in trade, for \$2,625, and directing the defendant to repay \$800 paid to him on account of the purchase-price and to deliver up a promissory note for \$200 also given on account of the price.

The plaintiff alleged that the agreement was obtained by false representations made by the defendant, to the effect that the business was the best paying business on the north shore,