

by the judgment of Mr. Justice Davies. It was argued by Mr. McCarthy that it has no application to this case. That all depends upon whether the constitutions of Australia and Canada are, upon this point, as contended, practically identical. If they are substantially the same, then *Webb v. Outtrim*, of course, is binding upon Canadian Courts.

Reference may be made to: *Bank of Toronto v. Lambe* (1887), 12 App. Cas. 575; *Attorney-General for Quebec v. Reid* (1884), 10 App. Cas. 141; and as to the plenary powers of the Legislatures, see *Canada's Federal System* (Lefroy) pp. 64-5-6, and cases referred to.

I find that the official incomes of Judge MacWatt and Judge Taylor are subject to taxation. I make no order as to costs.

---

FALCONBRIDGE, C.J.K.B.

JANUARY 5TH, 1914.

GEORGE WHITE & SONS CO. LIMITED v. HOBBS.

*Sale of Goods—Action for Price of Engine Sold—Defects—Oral Representation of Agent of Vendor—Provisions of Written Agreement—Notice of Defects—Imputed Knowledge of Contents of Written Agreement.*

Action for the price of a new White traction engine.

I. F. Hellmuth, K.C., for the plaintiffs.

T. N. Phelan, for the defendant.

FALCONBRIDGE, C.J.K.B.:—I find that McIntyre, the plaintiffs' agent, represented to the defendant that the engine "would fire as easy as any engine ever made or sold." I find that the engine did not answer this representation. Lumley, the plaintiffs' expert, said, in presence of the defendant and G. Scott, she was the "worst———" (extremely vulgar word) "he ever saw to fire." This was a most important matter to the defendant, whose business is that of thresher.

But the contract says: "There are no warranties, guaranties, or agreements, express or implied, other than those connected (sic) herein; and the company shall not be held responsible for any statements made at any time, in any way, or by any person or agent or representative, in connection with this matter, unless expressed in this contract. It is also understood that no