petent to speak as an expert than any other witness, said he could not even hazard a guess as to the cause. William Burke, called by the defence to give expert testimony as well as evidence of fact, said that a car of this class should run in cold weather sixty or eighty miles without being recharged, that such a car if half-charged should climb any hill in or about Toronto, and that if the car shewed the lack of power and other deficiencies complained of, there must be something radically wrong.

A good deal of evidence was directed to shewing that the battery was the cause of the trouble, and to controverting this. It does not greatly matter what was the cause. The case is not the weaker for the plaintiff if the battery were not the cause. But a point developed by the defendant himself, late in the trial, is important, viz., that the car probably never had a proper primary charge—that to properly saturate the cell plates of the battery would take at least from eighteen to twenty-four hours, and that without this it could not be expected that the car would work properly. Who should have seen to this? The plaintiff was not even advised of the need of it. The excuse for not properly charging it is that the plaintiff was in a hurry to have possession of the car. How could this be an answer in any case? The time when the plaintiff is said to have been in a hurry was many weeks after the time stipulated for delivery.

KELLY, J. DECEMBER 11TH, 1912.

CLEMENT v. McFARLAND.

Vendor and Purchaser—Contract for Sale of Land—Statute of Frauds—Amendment—Manner and Time of Payment—Authority of Solicitor—Incomplete Agreement.

Action to enforce specific performance of an alleged contract for the sale of the property known as No. 33 Chestnut Avenue, Hamilton, for $1,600.

J. L. Counsell, for the plaintiff.
W. A. Logie, for the defendant.

KELLY, J.:—At the opening of the trial a motion was made by defendant's counsel for leave to amend the statement of de-