

B. N. S. 568, and *Jackson v. Hyde*, 28 U. C. R. 294, distinguished. *Headerson v. Barnes*, 32 U. C. R. 176.

**Exemption.**—A horse ordinarily used in the debtor's occupation, not exceeding in value \$60, is a "chattel" within the meaning of the Exemption Act, 23 Vict. c. 25, s. 4, s.-s. 6, and is, therefore, not liable to seizure for debt. *Davidson v. Reynolds*, 16 C. P. 140.

**Exemption.**—A person serving with or attached to a militia cavalry troop as quartermaster is an officer thereof, and his horse protected from distress under s. 31 of 18 Vict. c. 77. *Darcy v. Cartwright*, 20 C. P. 1.

**Hiring.**—The plaintiff charged defendant with taking his mare on loan, and using her improperly, whereby she died; and defendant pleaded that he obtained the mare on a contract for hire, not on loan.—Held, a good answer. *Robertson v. Broen*, 1 U. C. R. 245.

**Horse Race.**—See *Davis v. Hewitt*, 9 O. R. 455.

**Horse-thief.**—Reward for apprehension of horse-thief under 36 Vict. c. 48, s. 390 (O.). See *In re Robinson*, 7 P. R. 239.

**Innkeeper's Lien.**—Lien of innkeeper for keep of horses. See *Dixon v. Dalby*, 11 U. C. R. 79.

**Railway Act.**—The word "cattle" in C. S. C. c. 93, s. 13, applies to horses. *McAlpine v. Grand Trunk R. W. Co.*, 38 U. C. R. 446.

**Stolen Horse—Trespass.**—When a horse was stolen from the plaintiff and bought by defendant at public auction, but not in market overt, and the plaintiff afterwards seeing the horse took possession of it, and defendant immediately retook it.—Held, that the plaintiff had a right to retake it, no property having passed to defendant by the sale; and that, although it was in his possession only for a moment, yet the property revested in him, and he could maintain trespass against the defendant for the retaking. *Bowman v. Yielding*, M. T. 3 Vict.

**Vicious Horse—Pleading.**—Declaration that defendant was possessed of a wild, vicious, and mischievous horse, and it was unsafe and improper to permit the said horse to go or run at large on any public highway, yet defendant wrongfully and negligently permitted and suffered the horse, so being vicious, &c., to go at large on the public highway, where the plaintiff then lawfully was, whereby the horse ran at and jumped upon the plaintiff, and broke his leg.—Held, bad, for knowledge of the animal's nature was not averred, and the allowing it to be at large on the highway was not a breach of any duty due from defendant to plaintiff. *Chase v. McDonald*, 25 C. P. 129.

**Warranty—Damages.**—Defendant sold plaintiff a stallion, warranting him to be a good coverer and foal-getter. The horse turned out worthless as a foal-getter, and the jury gave £150 damages. The Court, although considering the damages too high, refused a new trial. *Natras v. Nightingale*, 7 C. P. 265. See, also, *County of Simcoe Agricultural Society v. Wade*, 12 U. C. R. 614; *Craig v. Miller*, 22 C. P. 348.

**Warranty—Delay.**—A, and B, exchanged horses, and B gave A, a note for difference in the exchange; A sold the horse he got from B, almost immediately, and after two years, during which nothing appeared to have been done by either party, B was sued upon the note by A.—Held, that B could not set up as a defence that the horse he received was unsound, although A had declared him free from fault and blemish at the time of sale. *Hall v. Coleman*, 3 O. S. 33.

**Warranty—Pleading.**—In an action on the case on the warranty of a horse, the plea of not guilty puts the warranty in issue. *Honeywell v. Davis*, 2 U. C. R. 63.

#### V. SHEEP.

**"Giving of Sheep to Double"—Statute of Frauds.**—The Statute of Frauds does not apply to a contract which has been entirely executed on one side within the year from the making so as to prevent an action being brought for the non-performance on the other side. And, therefore, where the plaintiff delivered sheep to the defendant within a year from the making of a verbal contract with the defendant under which the latter was to deliver double the number to the plaintiff at the expiration of three years.—Held, that the contract was not within the statute. *Trimble v. Lanktree*, 25 O. R. 169.

**Protection of Sheep Act—Town.**—Held, that 32 Vict. c. 31 (O.), which requires municipalities to provide compensation to the owners of sheep killed by dogs, for the damage they have thereby sustained, is not confined to county municipalities and to municipalities within their jurisdiction, but applies also to towns which have withdrawn from the jurisdiction of the county. *Williams v. Town of Port Hope*, 27 C. P. 548.

**Protection of Sheep Act.**—The owner of sheep killed or injured by a dog can, under R. S. O. 1887 c. 214, s. 15, recover the damage occasioned thereby without proving that the dog had a propensity to kill or injure sheep; and the Act applies to a case where the dog has been set upon the sheep. It did not appear upon the face of the conviction in question that the offence was committed within the territorial jurisdiction of the convicting justices of the peace, but upon the depositions it was clear that it was so committed.—Held, that the saving provision of s. 87 of R. S. C. 1886 c. 178 should be applied; and the order nisi to quash the conviction was discharged. *Regina v. Perrin*, 16 O. R. 446.

**Protection of Sheep Act—Procedure.**—The right of action given by R. S. O. 1887 c. 214, s. 15, to the owner of sheep killed by dogs, is to be prosecuted with the usual procedure of the appropriate forum. If, therefore, an action be properly brought in the County Court, it may be tried before a jury, and where it is so tried, they, and not the Judge, should apportion the damages, if an apportionment be required. *Fox v. Williams*, 20 A. R. 610.

#### VI. WILD ANIMALS.

**Damages—Separate Estate.**—Liability of wife of owner of an animal fera nature