

The Ontario Weekly Notes

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APPELLATE DIVISION.

FEBRUARY 1ST, 1915.

*WOOD v. ANDERSON.

Sale of Animal—Warranty—Sale for Particular Purpose—Express Warranty—Breach—Evidence—Return of Horse—Damages—Price Paid for Horse—Expenses of Keep—Deduction of Actual Value of Animal—Findings of Fact of Trial Judge—Appeal—Costs—Option of Return of Animal.

Appeal by the defendant from the judgment of FALCONBRIDGE, C.J.K.B., ante 101.

The appeal was heard by MEREDITH, C.J.O., MACLAREN, MAGEE, and HODGINS, J.J.A.

I. F. Hellmuth, K.C., and E. G. Porter, K.C., for the appellant.

W. N. Tilley and W. D. M. Shorey, for the plaintiff, the respondent.

The judgment of the Court was delivered by MEREDITH, C.J.O.:— . . . The action is brought to recover damages for the breach of an alleged warranty on the sale by the appellant to the respondent of a Percheron stallion, and the complaint of the respondent is, that one of the stallion's front feet is malformed, and that in consequence of this malformation he was entirely useless for breeding purposes, for which, to the knowledge of the appellant, he was purchased and intended to be used; and complaint is also made of the formation of the hind

*To be reported in the Ontario Law Reports.