

of my refusal might have been a job for the lawyers. If our employers insist, therefore, upon an absolute *yes* or *no* to the question, 'Is my horse sound in point of law as well as in fact?' it is best for all parties that we should say *no* at once, if there is the very least deviation from a healthy condition; for we can do no greater wrong than to lead them into law. There was a time when I was inclined to stand more firmly by my own views of soundness, in opposition to what I considered unjust and empirical dogmas; but I have had reason to think differently. My opinion that a slightly ragged condition of the frogs, in the hind feet of a mare, was not sufficient cause of unsoundness, on one occasion induced the gentleman who had sold her to defend an action that looked like a mere attempt to repudiate a bargain. The mare had never been lame—at the time of the trial her frogs were sound and firm, although they had undergone no treatment, beyond being kept dry, and a little ragged horn cut away—and my views were supported by several veterinary surgeons of considerable standing; but the authority of Mr. Baron Parke on the subject of thrush was too much for us. Since then I have been especially careful not to differ from such very practical gentlemen as those barons of the law, where there is any danger of a collision, although at other times I prefer to exercise my own opinion, with, I think, rather more of justice to all who may happen to be concerned."

The able editor of the *Veterinary Review* fully endorses Mr. Litt's views. The old Roman law which is still in vogue over the dominions of our most gracious Queen, he reminds us, has been gradually abandoned over the continent of Europe. The French law, for example, regards all palpable defects as necessarily to be seen by the buyer; but if intermittent diseases are discovered, which could not have been observed at the time of the contract being closed, the horse can be returned. This reduces the cases of breach of warranty to a very few, which refer rather to positive frauds than to anything else. "In drawing attention," it is added, "to Mr. Litt's excellent communication, we wish to express a decided conviction that, as the law of warranty stands, no gentleman can submit to its uncertainties and injustices. In signing a deed a person is supposed to understand thoroughly the purport of its contents; but if a contract regarding a horse pronounced sound is signed, it is impossible for non-professional men, and often difficult for a veterinarian, to know if he is subscribing his name to that which may stand the test of a searching enquiry. Admitting that horses should be purchased with the advantage of mature judgment to assist the uninitiated, and that a warranty of soundness could not be relied on, we think it is perfectly proper to retain the law of warranty as far as this is concerned. Agreeing, therefore, that

the rule *caveat emptor* should be respected, there are many defects such as gibbing, shying, kicking, crib-biting, vicious to shoe or to clean, running away, &c., which might be provided against by warranty, just as much as coloured goods may be warranted fast-coloured. As the opportunities of testing for such vices are very limited in buying, it is expedient to protect the purchaser, at all events until he can have had ample means of trial. There can be few who look upon the warranty of horses as at all advisable or satisfactory; and as the law is certainly very defective, amendment, if not complete demolition, should be insisted upon. It is well known that horse-breeding is rendered so precarious by the practice of warranty as to deter persons from rearing colts. Mr. Litt specially refers to this; and we think our keen sportsmen, who pay so dearly for weight-carrying hunters, and agriculturists, who might profit largely by a safe trade in horses, should lend a helping hand, and insist on better legislation of the subject under notice. If we ask veterinarians to take up the subject warmly we must also instruct the public, and it is to be hoped that the agricultural and sporting press may assist us in framing a new system, as favourable to the farmer as it would be to the public at large.—*Mark Lane Express*.

Cultivation of the White Bean.

For years we have earnestly advocated the more extensive cultivation of the white bean as a field crop on American Farms.

The great need of American agriculture is a good "fallow crop"—some plant that will stand our hot, dry summers, enrich the soil, and allow the use of the horse hoe to clean the land during its growth. A plant, in short, that shall occupy the same place in our rotation as the turnip does in English agriculture.

The white bean comes nearer to this than any other plant yet introduced. If the beans are consumed on the farm—as turnips always are in England—their cultivation would add materially to its fertility. There can be no doubt on this point. All the leguminous plants—including clover, peas, vetches, beans, etc.—contain large quantities of nitrogen, and this when consumed by animals or plowed under, is converted into ammonia—the very thing which we must need for the growth of the cereals.

Let us then grow beans. No crop will pay better. When prices are good, as at present, they can be sold; and if prices fall, they can be fed out on the farm with advantage.

In regard to their cultivation we have written so much in previous volumes that little need be added at this time. They are generally grown on warm, light soil, but will succeed on almost any soil if properly cultivated. For this, as for