

Stock

Hints On Horse-Dealing.

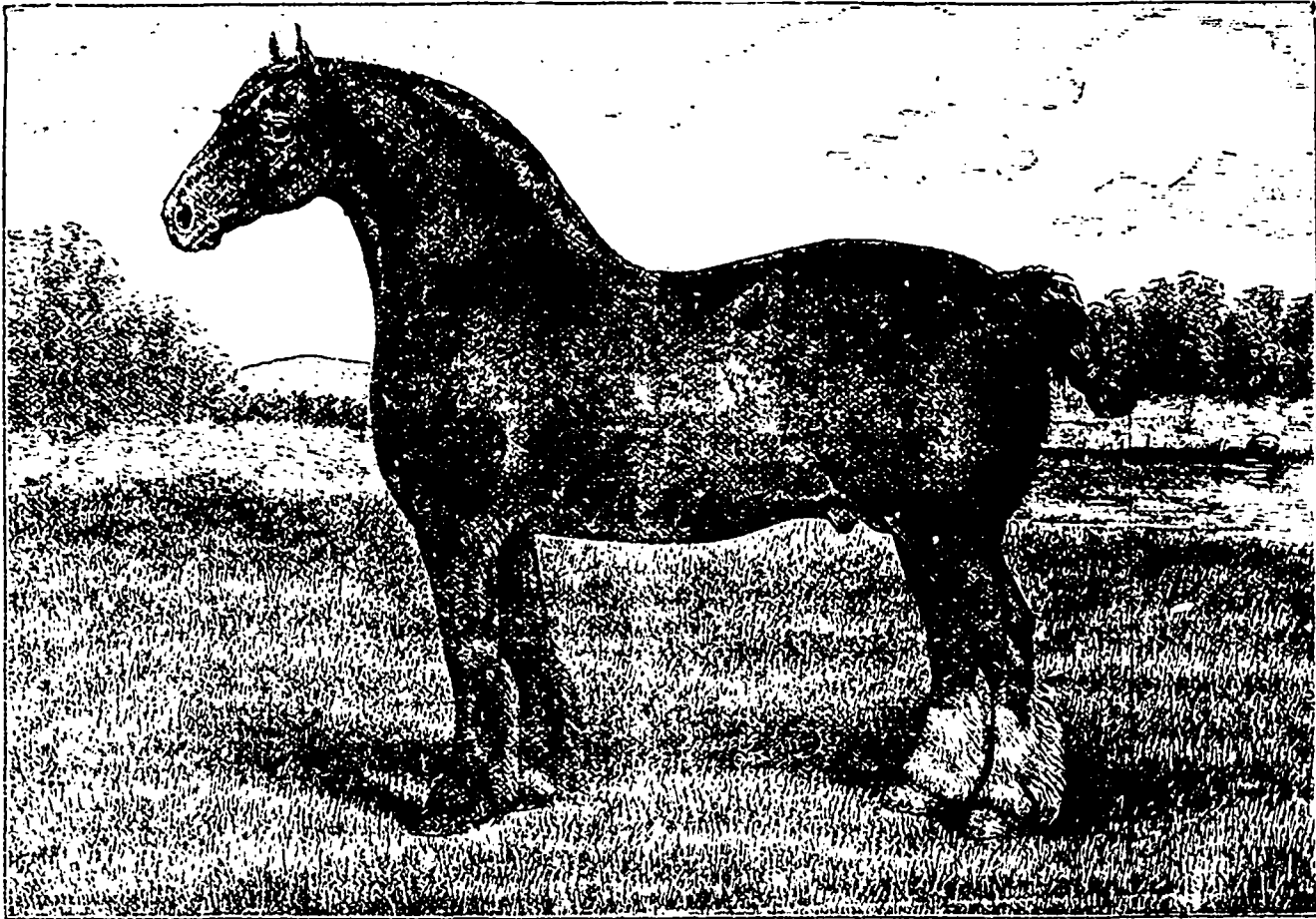
A traffic in horses must have been carried on in very early times, for we read that even Solomon himself dealt largely in horses, having them brought from Egypt and other countries and selling them again at a great profit to the neighbouring sovereigns. It would, indeed be very interesting to us to be informed in what way this traffic was conducted generally in the days of the ancients. Whether the cheating and frauds now in use were resorted to then, and whether the wholesome precaution, "caveat emptor" let the buyer beware was as necessary as it is at present. We can trace cheating in horse

condly, by the almost general ignorance of the economy of the horse either in theory or in practice. Judge and jury often labor under many disadvantages, in their endeavours to get at the truth, again the warrantor of the horse, "and it is upon warranty alone that an action of trover can be brought": warrant him sound, free from vice &c., &c. Now there is no such doubtful word in the English language as the word "Sound." However, we shall endeavour to show what in law is considered an unsound horse. A warranty of free from vice is of a very ticklish nature. It might be very difficult to prove any real act of vice in a horse, whilst in the possession of the seller, and in the next, a horse from being ill treated or alarmed, may be

chance of protection from loss by submitting the horse to the inspection of a qualified veterinary surgeon, who, from his anatomical knowledge, will be able to detect not only the incipient disease, but to make a fair estimate of the probability of the animals not becoming unsound from malformation of limbs, ill organized eyes, &c., &c. As to the good qualities of the horse they are to be judged of by the buyer, and this is difficult without a trial. In fact, as knowledge of horse flesh can only be the result of experience, we strongly recommend inexperienced purchasers not only not to rely on their own judgment, but in their purchases from regular dealers to procure, if they can, a week's trial of horses for their own

been if returned immediately after such discovery, I think the party can have no defence to an action for the price of the article on the ground of non-compliance, with the warranty. A difficulty often arises in returning unsound horses, but an offer of the horse, as not answering to the warranty, should always be made, because on that being made the purchaser will have a claim for the expenses of his keep as well as for the value given for him. Verbal warranties are not to be depended upon by reason of their being liable to misinterpretation.

We will now proceed to the most important part of this subject, and state what constitutes a sound and what an unsound horse. At first view it seems,



ENGLISH SHIRE HORSE.

flesh in English history as far back as the reign of Richard II, for so much was it practised then, that to the English legislators it appeared necessary that rules should be established for the protection of the ignorant against the arts of the designing; and, accordingly, a statute was passed regulating the price of all horses: this related to selling all horses on warranty, and these laws have been in themselves rendered as protective to the purchaser as we believe it possible for words to make them. But the difficulty and uncertainty of appealing to these laws lie in the difficulty and uncertainty of proof, which may thus be accounted for—first, no evidence is so vague and contradictory as that given in horse cases. Se-

come vicious in a week, never having been so before. In all cases of a horse warranted sound, difficulties often arise in the event of his proving unsound and that is the proof of his having been unsound or lame from the very identical cause of his present unsoundness or lameness, whilst in the possession of the seller. Without this proof, no action of trover can be maintained, and as we are aware that many diseases will remain a long time inactive, in fact will not be brought into action at all until the horse has done some work, the buyer will thus see that warranties are after all but very slender securities. In our opinion, the purchaser, if he have no knowledge of the horse he wishes to become possessed of, has a better

work, with a stipulation to pay a certain sum for the trial in case of their not being found suitable. In the event, however, of the warranty being required of the seller, it may be well to let it embrace as many points as may be called in question afterwards, as *free from vice, sound, &c., &c.*

There does not appear to be any general rule on the subject regarding the length of time a warranty should extend; but "no length of time elapsed after the sale will alter the nature of a contract originally false;" but if a person should keep an article which has been warranted sound for any length of time after, discovering that it was defective, and when he returned it, it was in a worse state than it would have

easy enough to define a sound horse; but upon further consideration, that is if we use the word "sound" only when every part of the horse is in perfect health, it would appear that such is not the case; for scarcely a five year old in the country could be found free from blemish. The most trifling wart or splint, no matter how small or where placed, is a deviation from health, and would make a horse unfit to be warranted. The reader may imagine how difficult it is to distinguish soundness from unsoundness and, under such circumstances, we consider a middle course the most advisable, and though there must be some outstanding points, yet they are so seldom met with that

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