

THE
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FALCONBRIDGE, C.J.

FEBRUARY 6TH, 1909.

TRIAL.

PACIFIC COAST PIPE CO. v. CITY OF FORT WILLIAM

PACIFIC COAST PIPE CO. v. NEWMAN.

Sale of Goods—Action for Price—Defence—Evasion on Statements and Warranties—Correspondence and Catalogue—Defects in Goods Supplied—Failure of Consideration.

Actions for the balance alleged to be due to the plaintiffs for wooden piping furnished by plaintiffs to defendants for the purpose of constructing a system of waterworks within the municipality. The actions were tried together, without a jury.

F. H. Keefer, K.C., for plaintiffs.

H. L. Drayton, K.C., and F. R. Morris, Fort William, for defendants.

FALCONBRIDGE, C.J.:—I find that the pipes were purchased by the defendants relying upon statements and warranties contained in the plaintiffs' catalogue and in the correspondence: in effect that the pipe would give satisfaction and would fill all requirements perfectly.

I refer to the catalogue (exhibit 1) passim; and particularly to pp. 9, 11, 15, 17, 22, 25, 29, 30, 33, 35, and 37. On p. 21. they say: "We furnish full instructions in regard to laying pipe, making connections, cutting pipe, etc., upon request; or we can furnish an experienced man to lay pipe for you, if desired." And on p. 23: "The simplicity of the coupling renders great speed in laying possible, and obviates the necessity of skilled labour."