

damne le défendeur à payer le prix de ce cheval est confirmé avec dépens.

*Greenshields, —J.:*—Speaking generally, in horse deals or sales, it is up to the buyer to believe nobody and to beware of everybody—this being a sort of modern adaptation of the old Roman legal axiom "caveat emptor"—in colloquial, "Let the buyer keep his eye skinned."

In the particular case at issue, the circumstances were, briefly, that plaintiff was the owner of a horse and the defendant wanted to buy it. The defendant knew the horse perfectly well. The parties went before a notary, who prepared a deed of sale, in which the plaintiff sold a red stallion, and guaranteed that he had no "vice caché" or sickness, the whole for the sum of \$300, payable by notes. Defendant took the steed and kept him for 15 months, when suit for the purchase price was entered.

The defendant, in replying to the action, in effect stated that at the time of purchase, it was represented that the horse was registered and that the seller undertook to deliver to the buyer, a certificate showing the registration. Defendant claimed that this was not true and that the plaintiff never delivered the certificate. Hence, defendant concluded that the sale should be set aside and he offered to return the horse. The lower court gave judgment in favor of plaintiff and held that in the agreement there was no mention of the question of registration. It held also that the defendant knew at the time of the passing of the contract that the horse was not registered and he secured a certificate from the plaintiff for the purpose of showing it to persons in order that they might think that his horse was registered.

(Here the judge makes a review of the facts.)

Even if the defendant's statement is true, it was not