

WELTZ v. HOY—FALCONBRIDGE, C.J.K.B.—JULY 23.

Sale of Goods—Warranty—Breach—Chattel Mortgage — Conversion.—Early in 1914, the plaintiff bought a stallion from the defendant at the price of \$1,200, of which he paid \$25 in cash and gave a chattel mortgage upon the stallion and other animals for the balance, \$1,175. The horse died on the 18th August, 1914, of poison. In December, 1914, the defendant seized the other animals under the chattel mortgage and sold them. The plaintiff's claim in this action, was for damages for breach of an alleged warranty (not in writing) that the horse was a sure foal-getter, and for wrongful conversion of the other animals. The action was tried without a jury at Owen Sound. The learned Chief Justice said that the plaintiff had failed to satisfy the onus cast upon him to establish his claim. Action dismissed with costs. Judgment for the defendant on his counterclaim for \$48, the balance due on the chattel mortgage, with costs. W. H. Wright, for the plaintiff. W. S. Middleboro, K.C., for the defendant.