

made \$1,000 profit on his horses if he had sold them all, as he thought he could, and he figures this on the basis that they would have taken places as prize winners. I do not think this item can be disturbed. It is obviously an allowance such as a jury might make. I have, however, doubt as to the award of \$500 for loss of advertising.

The appellant speaking of the loss of opportunity to exhibit as related to value in his business from advertising says: "Judging from what advertising costs in other ways and the ways of advertising in papers, I figure the loss on advertising that I lost at this show was \$1,000." Watson puts it that to sell the horses a man has to establish a reputation, and exhibiting is the principal way he gets advertising.

The respondent admits that this class of advertising depends somewhat on whether his horses win prizes or not. But I cannot find in the evidence anything that indicates that the agent of the appellants was aware that failure to carry would or might result in such an injury to the respondent's business as a breeder of pure Clydesdale horses. Hoy admits he knew that the horses were to be exhibited at Guelph, and it is fair to conclude that he knew the respondent would or might lose sales if the animals were not there to be seen. But beyond that I do not think the evidence goes.

The respondent says in cross-examination in reference to his conversation with Hoy: "I just simply asked him to get me a 16 stall palace car to take the horses to Guelph," and that was all he said. In re-examination he goes a little more into detail and says that Hoy knew what was going on at Guelph as he had told him on previous occasions. But this does not touch the point that while the probable loss of local sales might be obvious to an agent of the appellant, it is not specially brought home to him that the object or one of the objects of the sender was to obtain such advertising there as would take the place of newspaper advertising, and that the absence of the horses would probably reduce his profits by loss of future custom. For that reason I do not think that the case of *Kennedy v. American Express Co.* (1895), 22 A. R. 278, applies, as it otherwise would, to support this item of damages. I do not think that possession of this point of view peculiar to the business and founded on experience in it can be imputed as knowledge to every wayside agent