THE WORDING OF A HORSE WARRANTY.

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The decision of the court in the case of "Anthony vs. Halsted" deserves the attention of horse owners, as teaching a practical lesson in the construction of written warranties.

The plaintiff bought a horse of the defendant, and on payment of the price obtained a receipt and warranty in this form: "Received, from C. Anthony, Esq., the sum of £60 for a black horse, rising five years. Quiet to ride and drive, and warranted sound up to this date, or subject to the opinion of a veterinary surgeon." The horse was not quiet, so Mr. Anthony brought his action for breach of warranty in the Hereford County Court. The judge ruled that the warranty extended to quietness as well as soundness and the jury found a verdict for the plaintiff. Last week the Common Pleas Division ordered [illegible] that the County Court judge had misconstrued the receipt, and that the [illegible] of the words showed the warranty to apply only to soundness. The construction of the document in question is [illegible] [illegible] In [illegible] Capp, tried in 1821, the warranty upon the breach of which the action was brought ran thus: "Received £100 for a bay gelding got by Chestnut Chief, warranted sound." The plaintiff proved that the horse was not by [illegible] Chief, and [illegible] Justice Dallas held that the warranty was confined to soundness and nonsuited the plaintiff. In "Budd vs. Fairmaner" the receipt on the sale of a colt, contained the following words: "For a gray 4 year-old colt warranted sound in every respect." The colt turned out to be only three years old, but it was held that the soundness only was warranted, and the plaintiff was nonsuited. These decisions show clearly how written documents of the above kind will be construed in courts of law, and it cannot be contended that any violence is done to the language in which they are expressed. If the words mean anything, they mean just what the courts hold them to mean, and nothing else. It may be urged that the three plaintiffs in the above actions would not have bought if the horses had not been stated respectively to be quiet, by a particular sire, and of a certain age.

The maxim, *expressum facit cessare tacitum*, will explain why these statements were disregarded. Whatever conditions the word "warranted" did not apply to could not be reckoned as integral parts of the contract of sale. In the above cases the sellers *represented* that the horses were quiet, of a certain breed, and of a particular age, but they *warranted* they were sound. In order to hold a man liable if his representation turn out incorrect, it is necessary to show that he knew it was false at the time he made it. In selling horses it often happens that that the owner has no personal knowledge of certain facts beyond what he was told when he bought; and if he sells on the same representation as he received, he is not liable, provided, of course, he has not discovered the truth in the meantime. On the other hand, a seller is liable, if any part of a warranty turn out to be untrue, whether he knew of the defect or not, or even if he had no means of knowing. If a man choose to warrant quiet in harness a horse he has never driven, he must take the consequences of his imprudence. It is at times difficult to distinguish warranty from representation. The rule of law is that every affirmation at the time of sale is a warranty, if it appears to be so intended, but in the cases we have noticed this intention has been plainly omitted. And if he sells on the same representation as he received, he is not liable, provided, of course, he has not discovered the truth in the meantime. On the other hand, if any part of a warranty turn out to be false, the horse is returnable to the vendor.

THE FASTEST LOCOMOTIVE BUILDER IN THE WORLD.

Lately in Jackson, Michigan, at the engine works of the Michigan Central Railway, a competition took place between two gangs of workmen, as to which could soonest put a locomotive together and send her out of the shop in running order. Heretofore the usual time for doing this work, with a gang of five or six men, in the Baldwin Locomotive Works, of Philadelphia, has been from nine days to two weeks. When, therefore, the fact was published that the same feat had been accomplished at Jackson by Robert Stewart, with 14 men, in 25 hours, and by Walter Edington, with his gang, in 16½ hours, the engine builders of the country were loud in their expressions of disbelief. This piqued the Jackson men, and they determined to transcend all previous efforts. Accordingly on Nov. 16th, the parts of two new locomotives, which had never been placed together, were collected, while on two trucks were the boilers. As the clock struck seven, two gangs of fourteen each, one commanded by Robert Stewart, and the other by Walter Edington, sprang to their work. The boilers were raised by jacks on the massive

A NEW TRACK AT CHICAGO.—The movement among the turfmen of Chicago to establish a new trotting park in the immediate vicinity of the city, is gathering force, and there is every likelihood that the scheme will be consummated at an early day. Preliminary steps have been taken looking to the organization of a stock company, and the promoters of the scheme have adopted "The South Park Track" as the accepted appellation of the new trotting park. It is sincerely to be hoped that the present effort of the Chicago turfmen will culminate in something better than the mis-managed race-tracks which the Lake City has been burdened with for years past. There is wealth and enterprise enough in Chicago to establish a jockey club on a sound basis, with the right kind of men to conduct its management; and to popularize such an association from its first inception, those who are recognized as gentlemen should be at the head of it. Any turf organization differently constituted is doomed to certain failure.

ECONOMY IN THE EXPENDITURE OF A CITY'S FINANCES AND EFFICIENCY