

"Where a manufacturer or a dealer contracts to supply an article which he manufactures or produces, or in which he deals, to be applied to a particular purpose, so that the buyer necessarily trusts to the judgment or skill of the manufacturer or dealer, there is in that case an implied term or warranty that it shall be reasonably fit for the purpose to which it is to be applied." Those are the limits of the warranty. Here the goods were ordered by a woollen merchant. He no doubt happened also to be a tailor; but that fact was unknown to the defendant. The purpose for which a woollen merchant buys cloth is to sell it again to others. There was indeed evidence that such cloth as this, if sold to a tailor, was not fit for one of the purposes to which a tailor might apply it. But there was no evidence that it was not fit for other of the purposes even of a tailor. Moreover, the cloth might have been sold by woollen merchants to fifty other classes of persons besides tailors. There was no evidence that wool manufacturers know that woollen merchants sell to tailors at all. The manufacturer here was not told, either expressly or by implication, that the goods were ordered that they might be sold to tailors. Then is there any authority which establishes that where goods are ordered by a woollen merchant of a cloth manufacturer the latter must be taken to know that they may be ordered to be sold to tailors? The case referred to in the House of Lords is no authority for such a proposition, for there the goods were ordered under the designation of "coatings," which necessarily imported that they were intended to be made up into coats, and therefore the facts of that case came within the precise terms of the fourth rule in *Jones v. Just*, L. R., 3 Q. B. 197. It is suggested that every wool manufacturer is bound to know all the ordinary purposes to which a woollen merchant may put the cloth which he buys—that is to say, he is bound to be acquainted with all the trades to which the woollen merchant may re-sell it; but that is the very proposition which Lord Herschell expressly denies. "It would be unreasonable," he says, "to require that a manufacturer should be cognizant of all the purposes to which the article he manufactures might be applied, and that he should be acquainted with all the trades in which it may be used." Though he adds that "there seems nothing unreasonable in expecting that the maker of 'coatings' should know that they are to be turned into coats." And Lord Selborne says, that although, "if the goods being of a class known and understood, between merchant and manufacturer, as in demand for a particular trade or business, and being ordered with a view to that market, are found to have in them, when supplied, a defect practically new, not disclosed by the samples, but depending on

the method of manufacture, which renders them unfit for the market for which they were intended," the doctrine of implied warranty applies; yet that doctrine "ought not to be unreasonably extended, so as to require manufacturers to be conversant with all the specialties of all trades and businesses which they do not carry on, but for the purposes of which goods may be ordered from them." The Lords decided that case on the ground that it came within the fourth proposition in *Jones v. Just*, L. R., 3 Q. B. 197, which proposition they held to be applicable to a case in which the goods were bought by sample. But here there is no evidence to bring the case within that proposition. The direction of the County Court judge was right, and this appeal must be dismissed.

Appeal dismissed.

INSOLVENT NOTICES, ETC.

Quebec Official Gazette, July 19.

Judicial Abandonment.

Eugène Corriveau, jeweller, Quebec, July 16.

Curators appointed.

Re Jacob Bouchard & Co., manufacturers and lumber-dealers.—P. Baudoin, St. John, curator.

Re Alphonse Levert, jr.—J. M. Marcotte, Montreal, curator, July 11.

Re Narcisse Turgeon.—J. Goulet, Lévis, curator, July 11.

Dividends.

Re Beauchemin & Frère.—First and Final dividend, payable Aug. 9, C. A. Sylvestre, Nicolet, curator.

Re Ferdinand Bégin, Lévis.—Dividend, payable Aug. 4, C. J. Labrie, Lévis, curator.

Re E. E. Bouchard, trader, St. Etienne de Bolton.—First and final dividend, payable Aug. 11, W. J. Breggs, curator.

Re Wm. Bouchard, trader, Chicoutimi.—First and final dividend, payable Aug. 4, H. A. Bedard, Quebec, curator.

Re Charles J. McGrail, grocer, Montreal.—First and final dividend, payable July 31, N. P. Martin, Montreal, curator.

Re Alexis Paquet, trader, St. Ulric.—Second and final dividend, payable Aug. 4, H. A. Bedard, Quebec, curator.

Separation as to property.

Hortense Beauchesne vs. Joseph Poisson, trader, parish of St. Pierre les Becquets, district of Three Rivers, July 18.

Lina Coache vs. Joseph Hébert, tinsmith and trader, St. Hyacinthe, July 14.