If it had been necessary for the respondent to establish an express warranty, he has, in our opinion, done so, for the statement of the appellant in the leter of December, 1912, that the horse was a fine young Percheron stallion, and that "he could get all the mares that he should have, never leave the stable," was in substance and effect a warranty that he was fit for breeding purposes.

The appellant also complains that no deduction was made from the purchase-price for the actual value of the horse. It was stated during the argument that the evidence shewed that the horse was of no value for any purpose; but it appears from an examination of the evidence that the statement was incorrect. The only evidence as to the value of the horse was the testimony of the respondent, who said that he was of no value to him (p. 8), and that he did not sell him because he could get nothing for him (p. 22), and the testimony of Gardhouse, a witness called for the respondent, who said that he would make a work-horse, but not a very good one. This evidence does not establish that the horse was worth nothing, but the contrary. What the respondent evidently meant by stating that the horse was of no value to him was, that he was of no value for breeding purposes, for which the respondent bought him, and his statement as to the reason for his not having sold the horse is not sufficient, in the absence of any statement that any effort was made to sell him; that no effort to sell was made is, I think, apparent from the correspondence, which shews that the respondent had it in mind to return the horse to the appellant unless some other arrangement should be come to with him.

The respondent is entitled as damages to the price paid for the horse and the expense of transporting him to Saskatchewan and interest on the purchase-price, all of which the learned Chief Justice allowed; and, having offered to return the horse, he is also entitled to recover all expenses necessarily caused by the horse lying on his hand until the horse could be sold, this being limited to a reasonable time, and from these sums there should be deducted the actual value of the horse: Leake on Contracts, 6th ed., p. 782; Mayne on Damages, 6th ed., p. 231; Caswell v. Coare (1809), 1 Taunt. 566; Chesterman v. Lamb (1834), 2 A. & E. 129; Ellis v. Chinnock (1837), 7 C. & P. 169.

The proper course, in these circumstances, is to direct a reference to ascertain what the horse is worth and the amount that should be allowed to the respondent for keeping him for a reasonable time until he could have been sold, unless the appel-