

it open, and the result would not have been different had the defects been absent.

The ordinary rule as to damages where an article supplied with a warranty that it is of a particular character or fit for a particular purpose proves to be of a different character or unfit for the purpose for which it is supplied, is that the purchaser is entitled to the difference in value between the article supplied and one which would have complied with the warranty. That rule is easily applied where the article actually supplied and that which should have been supplied have each some commercial value. In the present case it is difficult to apply it; the plaintiff needed a door which should afford reasonable protection against burglars, and defendants supplied a door which they warranted would give that protection. Being applied to the purpose for which it was intended, it was found not to comply with the warranty, and was rendered practically valueless. The defect was a concealed one, and, under ordinary circumstances, was only discoverable by a test which would destroy it. The defendant Thomas West in his evidence says that the door would not be called burglar-proof without the chilled steel plates which this door was warranted to contain and did not contain. The plaintiff, therefore, did not get that for which he paid, and which defendants warranted he should get; what they gave him in its place has become useless and valueless, while being put to the use for which it was intended. It is not, therefore, the case of a part loss, as it would have been had it been a mere case of a difference in commercial value, but that of a total loss, like that of the broken carriage pole in *Randall v. Newson*, 2 Q. B. D. 102.

The plaintiff is entitled, in my opinion, therefore, to recover as damages the price, \$250, which he paid to defendants for the door in question, and the costs of the action.

CARTWRIGHT, MASTER.

MAY 29TH, 1903.

CHAMBERS.

ST. MARY'S CREAMERY CO. v. GRAND TRUNK R. W. CO.

*Judgment—Mistake in Date—Refusal of Party to Consent to Correction—Costs of Motion to Amend.*

Motion by defendants for order to amend the judgment as drawn up and entered, by altering the date.

W. H. Blake, K.C., for defendants.

C. A. Moss, for plaintiffs.