

## HORSE CASES AND PERJURY—DELEGATION OF LEGISLATIVE POWER.

The rights of individuals to deal with their own property, and either sell or retain the same as they may choose, should be respected, and should only be invaded when the general good of the state requires it to be done.

*HORSE CASES AND PERJURY.*

There is no subject which engages the time of our Division Courts, or which awakens the interest of a large class of our rural population, more than suits respecting the sale or exchange of horses. There is, moreover, no more fruitful source of litigation and contradictory swearing, and frequent positive perjury, than is produced by suits for breaches of warranty in such cases.

It has been said that a barrel organ and a monkey on a memorable occasion drew away the major part of a largely attended political gathering, at which one of Canada's greatest statesmen was felicitating himself with the idea that the bucolic mind was intensely interested in his speech; and it is always the experience of our County Court Judges, that the trial of a horse case will ensure a considerable attendance of the washed and unwashed at the Division Court.

The struggle too frequently is one of statement against statement—oath against oath, with perjury on one side or the other, and probably a little on both. These trials are anything but conducive to the public good, in fact are essentially demoralizing—misrepresentation, cunning, falsehood, concealment, the most trivial and dishonest perversion of language, and the meaning of words, are all resorted to, by men otherwise reputed to be respectable, when a horse not sound—in wind or limb—or untrue, or tricky, or baulky, has to be disposed of for more than he is worth, or put upon some man who does not want him at all.

The state of the law of evidence affords the opportunity for both fraud and perjury on

this subject, and though it was the object and aim of the Statute of Frauds to prevent frauds and perjuries, we confess it has often proved a failure. Possibly some of the evils we have been considering might very well be made the subject of legislation and the law of evidence amended by the Parliament of the Province. It has been suggested by a correspondent that the law should be changed by giving no right of action except on a written warranty. Take away, it is said, the possibility of denial as respects a warranty, by requiring it to be in writing, or take away the right of action for its breach in case of warranty without writing, and the door would be at once closed to a fruitful source of litigation and demoralization.

It may be argued against this view, that a man purchasing a horse now can very well guard himself by insisting upon a written warranty, or by not making a bargain. This, however, docs not meet the case. The objects sought after are to prevent frauds and perjuries by closing the door to men who, purchasing without warranty, find that the animal is not what they expected, and becoming exasperated, bring actions, and then get into the witness box and swear that there was a warranty, and so produce a work of fiction not founded on fact. It is not only men who sell horses who commit perjury, but more often those who trade in these animals. The written warranty should define in black and white what the bargain is, and shut out all possibility of contradiction. The question of soundness or unsoundness, or other facts, would necessarily stand as they do now.

*DELEGATION OF LEGISLATIVE POWER.*

IN the case of *Regina v. Hodge*, 46 Q.B. 141, the power of a Provincial Legislature to delegate to local bodies authority, "first, of creating a *quasi* offence, and then of punishing it by fine and imprisonment," was denied—