

THE
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AUGUST 26TH, 1907.

DIVISIONAL COURT.

BELL v. GOODISON THRESHER CO.

Sale of Goods—Threshing Outfit—Incapacity of Engine and Boiler Forming Part of Outfit — Contract — Warranty — Implied Warranty — Reduction in Purchase Money — Reference — Payment into Court — Promissory Notes — Damages.

Appeal by defendants from judgment of MAGEE, J., 8 O. W. R. 881, in favour of plaintiffs, as to part of the relief claimed, in an action by the purchasers of a threshing outfit for a return of the money paid and promissory notes given for the price, and for damages for breach of the agreement of sale.

The appeal was heard by FALCONBRIDGE, C.J., BRITTON, J., RIDDELL, J.

G. H. Watson, K.C., for defendants.

W. A. Boys, Barrie, for plaintiffs.

BRITTON, J.:—This case was tried at great length, at great expense, and with great care. A perusal of a good deal of the 549 pages of evidence, occasions great surprise to me that this matter, so much one of business on the part of defendants as manufacturers of threshers, separators, engines, etc., and apparently so easily capable of settlement, has not been settled between the parties. It also convinces