

legs of the stallion; but that complaint was not, in the view of the Chief Justice, sustainable.

Apart from the question as to whether or not there was any warranty, and, if there was, the nature of it, which depends upon documentary evidence—the correspondence between the parties, by which the contract was constituted—the questions for decision were questions of fact, as to which there was a direct conflict of testimony; and upon this conflicting testimony the learned Chief Justice found that the defect in the stallion's front foot existed from the stallion's birth, and was not, as the appellant contended, the result of any improper treatment or want of proper treatment of the respondent, and that this defect rendered the stallion unfit for breeding purposes. In coming to his conclusion the learned Chief Justice accepted the testimony of the respondent and his witnesses, although it was opposed to a large body of evidence adduced by the appellant, as well as to the testimony of the appellant himself. It is impossible for us to reverse these findings. There was evidence which, if believed, warranted them, and we cannot say that the findings were clearly wrong. The letters written on the 25th April and the 20th May, 1913, by the respondent, the first of them four days after the stallion reached Coulee, in the Province of Saskatchewan, to which point he had been shipped from the neighbourhood of Belleville, strongly support the contention of the respondent. It is true that the first of these letters is open to the observation made as to it by counsel for the appellant, which was that the complaint was not clearly directed to the defect of which the respondent complains and which has been found to have existed, but any force that there might have been in the observation is done away with by the second letter, which refers plainly to that defect.

That the respondent knew that the stallion was for breeding purposes is clear from the correspondence, and the law applicable is also clear, and is that: "If a contract be made to supply an article for a particular purpose, that purpose being the essential matter of the contract, so that it appears that the buyer relies on the seller's skill or judgment, then if the goods are of a description which it is in the course of the seller's business to supply, the seller is bound (whether he be the manufacturer or not) to supply an article reasonably fit for the purpose, and is considered as warranting that it is so. A sale for a particular purpose may be inferred from the nature and circumstances of the transaction:" Leake on Contracts, 6th ed., p. 267.