

REFERENCE.

Agreement to refer to arbitration—Matters Arising in Course of.—See ARBITRATION AND AWARD, 1.

RULES OF PRACTICE.

Ontario Judicature Act, 358, 1216.]—See COMPANY, 8.

Manitoba Judicature Ordinance, 1898, 201, 224.]—See COPYRIGHT, 5.

SALE OF GOODS.

Warranty—Absolute—Breach of—Latent Defect—“Burglar-proof”—“Reasonable Protection Against Burglars”—Measure of Damages—Consequential Damages.]—During negotiations for the sale of a vault door between the defendants, safe makers, and the plaintiffs, a private banker, the former wrote enclosing cuts from their sample book of three vault doors called Nos. 67, 68, and 69: the two latter were “fire and burglar proof vault doors.” No. 67 was called “fire proof vault door with chilled steel lining,” and was described as being “made with a lining of chilled steel covering the entire surface of outer door.” In a former letter No. 67 had been described as “protected by hardened drill-proof plate.” The plaintiff replied to this, “Would No. 67

furnish a fair protection against burglars?” To which the answer was “No. 67 door gives both fire and burglar proof protection.” The plaintiff purchased the door on these representations and some months later it was blown open by burglars:—

Held, that, on a true construction of the correspondence, no absolute warranty or insurance against burglary had been given by the defendants, but that they did warrant (1) a fair, *i.e.*, a reasonable protection against burglars, and, also, that (2) the entire surface of the door was protected by hardened drill-proof plate composed of chilled steel.

Held, further, that as the door was not lined with chilled steel, and, hence, not burglar proof to any extent as capable of being drilled by an ordinary hand drill, all the warranties had been broken, but that the loss of the money contained in the vault was not a natural consequence of the defects in the vault door, and the proper measure of damages was the price paid for the door.

Denison v. Taylor, 1.

SHAREHOLDERS.

1. *See* COMPANY, 1.
2. *Petition by for Winding-up.*]—See COMPANY, 5.