

take back his *screw*; Demers flies to his lawyer, and as politely declines. Pleau then serves him with a writ in an action of *redhibition*; and the two attorneys, with Pleau and Demers as backers, set the battle in array. The plaintiff declares that the animal is affected with *la courbature*; the defendant denies it; the Court, learned in all law, but not in horse flesh, feels itself unable to decide, and appoints an expert. Accordingly, I, the expert named, repaired to Three Rivers; and on the 5th of November saw and examined the horse, and rendered to the Court a report of which the following is the substance:—

“I found the said horse to be affected in the knee joints of both forelegs and the hock joints of both hind legs, with that disease of the bones which is scientifically denominated “*exostosis*,”—popularly, in English, known as “splint” on the fore legs, and “spavin” on the hind legs, and which I believe to be popularly known in France as “*un suros*,” which is certainly a *courbature*;—and which disease, being of slow growth, I have no hesitation in saying, must have existed for some considerable time previous to the sale of the said horse on the 13th day of June last. The symptoms, signs, and marks of the disease, are, the visible and sensible enlargement of the joints, heat and tenderness of the parts, with the accompanying lameness, which signs and marks must have existed for some months previous to the said sale. The disease, so far as it occasions lameness, is *courbature*; and I know that the lameness both in the knee and hock joints is, in this case, incurable. The horse has not what English Veterinary Surgeons call “*courbe*,” (curb,) which is a curable disease. It is very possible that the plaintiff may not have noticed the disease when he purchased the horse; because though the disease was going on within the cavities of the joints, there may have been neither swelling nor lameness sufficiently visible to strike an inexperienced eye, but which would have been readily detected by a Veterinary Surgeon.”

It will be observed that the horse was bought on the 13th of June, and that I did not see it till the 5th of November, the intervening time, I presume, having been taken up by the preliminary skirmishes of the lawyers. On the 13th of June the horse, I was told, could trot tolerably fast, without showing any great lameness, though, when it laid itself down, it had not the power to get up again. When I saw it in November, it could hardly hobble; two immense spavins were on the hocks, and what is very unusual, two equally immense splints, situated as high up as they well could be on the knees, and directly interfering with the suspensory ligament. All four joints were violently inflamed, and the animal evidently in great pain, the fore legs knuckling under it at every step.

I handed in my report to the officer of the Court, and returned to Montreal. It appears that the defendant's lawyer raised several technical objections to my report, which will be understood by the following documents. I may however mention that the defendant's lawyer, as I was informed, did me the honor to accuse me either of “bad faith” or “ignorance;” perhaps not much else was to be expected from Mr. Turcotte.

On the 30th of November, the Court issued a further interlocutory judgment, addressed to me, of which the following is the substance:—

“The expert is required to give a supplementary report on the following points:—1st. The disease known to the writers of the law of this country as *courbature*, being by them defined “*un ballement dans les flancs occasionné par un travail excessif, cette maladie ôte au cheval la liberté du mouvement des jambes*,” and to consist in the words of Solleysel, author of the *Parfait Marechal*, “*dans une chaleur étrangère causée par les obstructions qui sont dans les intestins et dans les poumons*,” and said