



Court Cases

Durrington

White v. Rawlings

Richard White, baker, Winterbourne, sued Frederick Rawlings, dealer, Durrington, for 5*l.* 9*s.* 6*d.*, loss incurred through a breach of warranty of a pony. Mr Hodding appeared for the defendant. Plaintiff stated that he bought a pony from defendant in the repository sale yard of Mr John Waters, Canal, Salisbury, on the 28th of November last, on his statement that it was “quiet to ride and drive and as sound as a bell.” Soon afterwards he found that the animal was unsound, inasmuch as the fore legs knuckled over, and the sight of one eye was nearly gone. It was also lame.- Mr Herring, the proprietor, Salisbury, confirmed plaintiff’s statement that the pony was lame, partially blind, and that its fore legs knuckled over.- His Honour said the knuckling over of the fore legs, or the defect in the eye, being palpable to anyone who examined the animal, would not constitute a breach of warranty. – Plaintiff, in answer to his Honour, said he did not observe that it was lame when it was trotted out by Mr Waters’s man at the time he made the deal. - Defendant denied that he warranted the animal “sound as a bell,” on the contrary, he stated that he would not do so, because there were so many “quibbles” about warranty. – Three witnesses were called for the defence, two of whom said that they were present when the deal was made, and they did not hear defendant give any warranty, and the other stated that sometime afterwards he heard defendant tell plaintiff when the latter asked him about the pony, that he had not given a warranty with it. – His Honour said he was not of the opinion that there was a warranty given. The only chance plaintiff would have would be showing that defendant had made fraudulent representation of soundness, knowing that the animal was unsound. If that was so, he would be entitled to recover on account of the lameness, but there had been no evidence to show that the lameness arose from unsoundness, and therefore he held that there must be a non-suit. – The plaintiff was non-suited accordingly.

(Salisbury and Winchester Journal, Saturday 27 January, 1872)