

**WOODWARD et al.
vs.
LIBBEY**

No. 2597

SUPREME COURT OF NEW MEXICO

1922-NMSC-017, 27 N.M. 683, 205 P. 524

February 22, 1922

Appeal from District Court, Union County; Leib, Judge.

Rehearing Denied March 25, 1922.

Action by Hugh B. Woodward and others against Wallace Libbey. Judgment for plaintiffs, and the defendant appeals.

SYLLABUS

SYLLABUS BY THE COURT

Findings based on conflicting evidence will not be disturbed on appeal.

COUNSEL

J. Leahy, of Raton, for appellant.

O. P. Easterwood, of Clayton, for appellees.

JUDGES

Davis, J. Raynolds, C. J., and Parker, J., concur.

AUTHOR: DAVIS

OPINION

{*684} {1} OPINION OF THE COURT The findings of fact in this case are to the effect that in December, 1917, appellant sold to appellees a bull calf, which he represented to be eligible to registry in the American Hereford Cattle Breeders' Association and the American Polled Hereford Breeders' Association. He promised to furnish certificates

showing registration upon the books of both associations. Appellees paid the full purchase price of the calf upon delivery. They made repeated demands upon appellant for the registration certificates, but he failed to furnish them until some time after the action was commenced, more than two years after the purchase. This action was to recover damages for the breach of the agreement as to furnishing the certificates. Appellant defaulted, and judgment was rendered against him, but the judgment was later set aside, and the case tried on its merits. Following that judgment appellees sold the calves which had been sired by this bull. At this time they were still without the registration certificates, and therefore unable to show that the calves were the get of a registered sire, which, according to the findings, considerably affected their value.

{2} There was a conflict in the testimony, appellant denying any breach of the contract, but the court found for appellees on all the disputed issues. The findings are fully supported by the testimony, and there was direct and positive proof of the amount of damages. While many errors are assigned, they {*685} raise no questions of law which need discussion. We cannot review the facts. For the reasons stated, the judgment is affirmed; and it is so ordered.