

A Horse So Broke, Your Grandmother Could Ride It...?

-- Grandmother Sues After Falling Off Granddaughter's Horse

A federal court in Oklahoma refused to dismiss a lawsuit brought by a woman who fell off her granddaughter's horse. She sued the trainer that sold the horse to her daughter, claiming that the horse had been represented as safe and "fully broken" for a "young and inexperienced rider" to ride. Yet, when the grandmother got on the horse, it threw her. The grandmother sued to recover damages for her allegedly "significant and permanent injuries."

According to the grandmother, her daughter had purchased the horse for her twelve year old granddaughter to ride. The grandmother claimed that her daughter had specifically told the seller that she was buying the horse "for a young, inexperienced rider and therefore, the horse needed to be trained and fully 'broken to ride.'" After receiving this information, the seller specifically recommended this particular horse. The grandmother further claimed that she was an experienced rider and had been the first person to ride the horse since it had been purchased for her grandchild. During her ride, she claimed that the horse "unexpectedly, and without warning, began behaving extremely erratically." The grandmother was thrown from the horse and sustained significant injuries. She filed suit in federal court, bringing claims of negligence and gross negligence against the seller of the horse.

The seller of the horse asked the court to dismiss the grandmother's lawsuit on the grounds that he did not owe a "duty of care" to the grandmother of the intended rider. The court refused to dismiss the lawsuit on this basis, pointing out that "there is a plausible argument that [the seller of the horse] owed a duty of care to [the grandmother] as a person who could foreseeably be injured by [the seller's] negligent failure to provide [the grandchild] with a horse suitable for a novice rider."

