

**The**  
**Ontario Weekly Notes**

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HIGH COURT DIVISION.

LOGIE, J.

MARCH 8TH, 1920.

\*SCHMIDT v. WILSON & CANHAM LIMITED.

*Sale of Goods—Contract—Goods to be Imported from New Zealand—Defendants (Vendors) Contracting as Principals—Breach by Vendors—Repudiation of Contract—Embargo upon Exportation from New Zealand—Effect of—Suspension of Contract during Total Embargo—Exportation with Consent of Minister of Customs—Absence of Endeavour to Obtain Consent—Damages—Measure of—Reference.*

Action for breach by the defendants of a contract for the delivery by them of certain New Zealand pelts.

The action was tried without a jury at a Toronto sittings.

T. R. Ferguson, for the plaintiff.

R. McKay, K.C., and G. W. Adams, for the defendants.

LOGIE, J., in a written judgment, found, first, that the defendants entered into the contract as principals.

The defendants did business in Toronto; the plaintiff, in Buffalo, New York State. The terms of the contract were set out in a letter written by the defendants dated the 28th February, 1916, acknowledged as correct by the plaintiff's letter of the 24th March, 1916.

A credit of £10,500 was arranged for in New Zealand, and the plaintiff was on the 4th March, 1916, placed on the approved consignee list.

About two-thirds of the goods contracted for arrived; the remaining one-third, about 3,313 $\frac{3}{4}$  dozen pelts, did not; and, as

\* This case and all others so marked to be reported in the Ontario Law Reports.