

BRITISH COLUMBIA HOP CO. v. ST. LAWRENCE BREWERY CO.—
LEITCH, J.—MARCH 19.

Sale of Goods—Refusal to Accept—Breach of Contract—Damages.—Action to recover damages for an alleged breach by the defendants of a contract bearing date the 20th September, 1912, for the sale by the plaintiffs to the defendants of a hundred bales of hops. The breach was the refusal to pay for the hops and to take delivery. The learned Judge sets out the contract in his written reasons for judgment and refers to the evidence. He finds that the plaintiffs were ready and willing and in a position to hand over the bills of lading and the hops the moment they were paid the cash. After the defendants had refused to take the hops, the plaintiffs advertised the hops for sale and sold them to the best advantage. Damages assessed at \$1,230.23. Reference to Halsbury's Laws of England, vol. 10, pp. 333, 335; vol. 25, pp. 204, 205, 229, 267, 268; Biddell Brothers v. E. Clemens Horst Co., [1911] 1 K.B. 214, 934; E. Clemens Horst Co. v. Biddell Brothers, [1912] A.C. 18. Judgment for the plaintiffs for \$1,230.23, with costs. H. E. Rose, K.C., for the plaintiffs. G. A. Stiles, for the defendants.