

commonly understood in commerce with the essential qualities which make it worth buying to a person who wants an article of that description."

*Drummond vs. Van Inghen*, 12 A. C. 284. In this case cloth was sold by sample for coatings, purpose known to seller. Cloth delivered equal to sample in weight and defects existed in sample, but were latent. Held not in compliance with contract. The case was taken to the House of Lords and Lord McNaughton, in his judgment uses these words: "A manufacturer who agrees to supply goods to order, knowing the purpose for which they are required, thereby impliedly undertakes to supply goods fit for the purpose in view."

*Drummond  
vs Van Inghen*

In *Jones vs. Just*, 3 Q.B. 197, Mellor, J., says: "In every contract to supply goods of a specified description, the goods must not only in fact answer to the specified description, but must also be saleable or merchantable under that description."

*Jones vs Just*

*Waller vs. Schillizzi*, 17 C. B. 618: A. bought of B. Calcutta linseed tale quale. Held contract not satisfied by delivering linseed coming from Calcutta, which contained so large a mixture of other inferior seeds as to lose the distinctive character of Calcutta linseed.

*Waller vs  
Schillizzi*

Applying these words to this case, it seems to me that the contract is not satisfied by supplying coal from the Phelan seam freshly-mined, etc., which contains so large a percentage of sulphur and ash as to lose the distinctive character of metallurgical coal.

*Inglis vs. Buttery*, 3 A. C. 552: In this case the party agreed to make repairs on a ship according to specifications which fully set forth the class of repairs intended to be made, and the contract generally dealt with repairs. The contractor did some new work, and claimed it should be paid for extra. But the contract declared that the object of the repairs and changes was to obtain for the ship registration at Lloyds as A1. and the new work was necessary for this purpose. The court held that this was the essential feature of the contract, and as the contractor had agreed to put the ship in condition to be registered A1. at Lloyds, every-

*Inglis vs  
Buttery*