

After the cancellation by the brewery company and their refusal to take the hops, the hop company advertised the hops for sale in Toronto, and sold them to the best advantage.

The carriers damaged 21 bales of hops and the hop company recovered for this lot 25 cents per pound from the carriers. At the trial these 21 bales were eliminated from the plaintiff's claim.

Of the 79 remaining bales 25 were used by the hop company in filling a contract at 25 cents per pound, so that there was no loss on this lot.

The remaining 43 bales were sold in Toronto, and realized 16 cents per pound. The damages to which I think the hop company are entitled, I make up as follows:—

	Pounds.	
Net weight of the 75 bales	14,342	
In respect of 21 bales, there was no loss, weight	4,127	
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	10,215	
The price was 25 cents per pound plus freight. The amount received was 16 cents. The difference, 9 cents per pound, on 10,215 pounds amounts to ..'.....		\$919 35
Adding freight and demurrage	\$352 50	
Expenses of sale	75 00	427 50
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		\$1,346 85
From that amount deduct freight to Cornwall on the 21 bales as agreed at the trial		75 00
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		\$1,271 85
The 25 bales, 4,625 pounds, was sold in Quebec at 25 cents per pound. I have concluded not to allow any damages on this lot. I, therefore deduct		\$41 63
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Which leaves		\$1,230 23
to which I think the plaintiffs are entitled.		

See Halsbury, vol. 10, pp. 333, 335; vol. 25, pp. 204, 205, 229, 267, 268. *Biddell Bros. v. Clemens Horst Co.*, [1911] 1 K. B. 214, 934, [1912] A. C. 18.