

Better price
elsewhere,
no answer

suitable, as I conceive, for the requirements of iron and steel-making. They had the coal available for this purpose. They refused to furnish it and delivered instead coal absolutely unsuitable for iron and steel-making. Am I to say it is an answer to this breach that they could make more money by selling to some other persons?

English
authorities

I may incidentally refer to a number of English cases which bear more or less directly on the point at issue, although I conceive that the case rests in the end upon the large principle of interpretation of contracts to which I have referred already, but a number of English cases appear in which the broad interpretation of contracts has been upheld, which have some bearing on the point.

Jones vs Bright

The earliest is *Jones vs. Bright*, 5 Bingham, 533. The plaintiff purchased from the warehouse of defendant, copper for sheathing a ship. Defendant knew the purpose for which it was to be used, and said: "I will supply you well." Copper had some defect, the nature of which was not proved, and only lasted four months, average duration four years. Held plaintiff entitled to recover damages for the breach. Best, C.J., "If a man sells an article, he thereby warrants that it is merchantable, that it is for some purpose. If he sells it for a particular purpose, he thereby warrants it fit for that purpose."

*Mody vs
Gregson*

Mody vs. Gregson, 1. R., 4 Ex. 49. This was a sale of gray shirtings, according to sample, each piece to weigh seven pounds. Goods accepted according to sample and of the correct weight, but afterwards discovered that the weight was made up of china clay. Held that the selling by sample included only that part of the warranty which could be judged by the sample. The remarks of Willes, J., in giving judgment in this case, seemed to me to have a great significance as applied to the facts of the case under consideration. He says: "The rule of law entitling a purchaser in an ordinary commercial bargain for a supply of goods, not specific or agreed upon at the time, but described generally as of a designated sort, to receive merchantable goods of that sort, is founded upon the obvious inference, from the character of the transaction, that the parties are dealing not for the mere semblance or shadow of the thing designated, but for the thing itself, as