

tract, they were obliged either to close their factory or to operate their business at a financial loss; that the respondents had made contracts with several firms to supply them with large quantities of candies, sweetmeats, and other confections; but, owing to having been deprived of the benefit of the sugar contract, they were obliged to cancel these contracts, and lost the profits they would have made if the contracts had been performed, and also lost the profits they would have made on other contracts or would have been able to make if the sugar had been supplied; and that the appellants, pretending to have under a provision of the contract the right to do so, entered into possession of the respondents' premises and took possession of the goods and chattels mentioned in the agreement, as well as of others that had subsequently been purchased or manufactured by the respondents and of the books of account of the respondents, and removed them from their premises, although there had been no default by the respondents in performing their obligations under the agreement; and the claim of the respondents is for a return of these goods and chattels and books of account, or for judgment against the appellants for their value, damages for the seizure, removal, and detention of them, and for loss of profits, and judgment restraining the appellants from applying to the sugar company for or receiving from the sugar company, or attempting to sell or dispose of, any part of the undelivered sugar, and for other relief.

If the case made by the respondents in their pleadings had been proved, they must have failed, because, on their statement of the facts, there was a novation in respect of the contract with the sugar company, and that company became bound to deliver to the respondents the sugar which they had contracted to sell to the appellants, and the benefit of the contract had passed to the respondents; and the refusal of the sugar company to supply the sugar was, therefore, a breach of its agreement with the respondents for which the sugar company is answerable in damages to them, and the mere fact that the appellants notified the sugar company not to deliver the sugar to the respondents did not give rise to any cause of action against the appellants, for, apart from any other difficulty in the way of the respondents' success, the loss which they sustained was not occasioned by the action of the appellants, but by the refusal of the sugar company to implement the contract it had made with the respondents.

The evidence, however, did not substantiate the allegations