

should have been perfected." These authorities satisfy me that the measure of damages in this case should be the difference between the contract price, $5\frac{1}{2}$ cents per pound, and the price paid by the plaintiffs to Mearns, $5\frac{3}{4}$ cents per pound, because it was established in evidence before me that these plaintiffs tried several brokers before they made their final purchase, and they got the very best price they could on that day.

This also answers the suggestion made by the defendants that the reason why they did not ship the second car was because of the slumping market in New York, and also the suggestion that the reason why the plaintiffs complained that the apples were not prime was because the market was slumping in New York.

The difference between the contract price, $5\frac{1}{2}$ cents per pound, and the $5\frac{3}{4}$ cents per pound paid by them on the 1,200 cases, is \$150.

I therefore find that this Court has jurisdiction to try this action; that there was a contract on the part of the defendants to sell to the plaintiffs certain apples at a certain date, as previously stated; and that the defendants committed a breach of that contract in not supplying the quantity called for by the contract, and also in not supplying the quality called for by the contract; and that the plaintiffs are therefore entitled to damages for breach of the contract, and were entitled to buy in other apples on the last day of the delivery which should have been made by the defendants, and that the market price on that day was $5\frac{3}{4}$ cents, which was paid by the plaintiffs to cover this contract, and they are therefore entitled to damages to the extent of \$150.

Judgment will therefore be entered for the plaintiffs against the defendants for \$150 and costs.