
REPORTS AND NOTES OF CASES.

England.

JUDICIAL COMMITTEE OF THE PRIVY COUNCIL.

Right Hons. Lords Macnaghten, Atkinson,
Collins, and Shaw.]

[March 18.]

WERTHEIM v. CHICOUTIMI PULP COMPANY.

Sale of goods—Breach of contract to deliver—Damages.

This was an appeal from the Court of King's Bench for the Province of Quebec.

The rule that the measure of damages for delay in delivering goods in accordance with a contract is the difference between the market price at the time when the goods ought to have been delivered, and the price at the time when they were in fact delivered is intended to place the party complaining, so far as it can be done by money, in the position in which he would have been if the contract had been duly performed. Therefore where the purchaser of goods, which had not been delivered at the time fixed by the contract, had resold them before delivery at a price very little below the market price at the time when they ought to have been delivered, and considerably above the market price at the time when they were in fact delivered,

Held, that he was only entitled to recover as damages the difference between the market price at the time of the breach and the price for which the goods were actually sold.

Where a contract provided for the delivery of goods at a place where there was no market for them,

Held, that damages for non-delivery should be calculated with reference to the market at which the purchaser, to the knowledge of the vendor, intended to sell them, less cost of carriage.

Judgment of the court below affirmed with a variation.

Sir Robert Finlay, K.C., and *G. G. Stuart* (of the Quebec Bar), for appellant (plaintiff). *Atkin*, K.C., *L. Taschereau* (of the Quebec Bar), and *T. Matthew*, for respondents (defendants).