MIDDLETON, J., in a written judgment, said that in May, 1916, the defendants thought they had secured an order for the manufacture of windshields from the Chevrolet Automobile Company, but had not then a firm bargain. On the faith of the supposed order, the defendants made a firm contract with the plaintiffs to purchase from the plaintiffs 75,000 feet of polished plate glass. This contract having been made, the plaintiffs went upon the American market and secured a contract for the supply of the glass required from a Toledo company. Upon this basis, the plaintiffs, if their contract with the defendants had been carried out, would have made a net profit of $11,482.50.

When the defendants found that they had no binding order from the Chevrolet concern, they gave instructions to the plaintiffs not to manufacture, and refused to give definite instructions as to the exact dimensions required, as called for by the contract between the plaintiffs and defendants. Negotiations followed, and were conducted with good faith on both sides.

The plaintiffs did not desire to damage their credit by seeking relief from the contract with the Toledo company, but placed the whole situation before them. The Toledo company insisted upon their contract, but suggested that the glass might be marketed. Every endeavour was made by the defendants to market it, but without success.

In the end, the plaintiffs had to negotiate the best settlement they could with the Toledo company; that company finally abandoned their contract with the plaintiffs on payment of $3,000 cash.

The plaintiffs now sought to recover this $3,000, which they had paid, and the profit of $11,482.50, which they had lost.

Reference to British Westinghouse Electric and Manufacturing Co. Limited v. Underground Electric Railways Co. of London Limited, [1912] A.C. 673; Roper v. Johnston (1873), L.R. 8 C.P. 167; In re Vic Mill Limited, [1913] 1 Ch. 183, 465.

Here it was unquestionable that the arrangement made with the Toledo company minimised the loss; for, if the goods had been manufactured as called for by the contract, they would have been scrap and waste material merely, and the loss would have been many times the $3,000 paid for the release from the contract.

In all aspects of the case, there was nothing to justify any reduction from the damages claimed.

Judgment for the plaintiffs for the sums claimed and costs.