

there must be some modification of some part of them in order to place a sensible construction on the will, then the whole thing must be looked at fairly in order to see what are the leading words of description and what is the subordinate matter, and for this purpose evidence of extrinsic facts may be regarded.

Costs out of estate.

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FALCONBRIDGE, C.J.

MAY 23RD, 1906.

TRIAL.

GIBSON ART CO. v. BAIN.

*Contract—Breach—Counterclaim—Damages.*

Action for price of goods and counterclaim for breach of contract.

J. A. Macintosh, for plaintiffs.

J. Bicknell, K.C., and J. W. Bain, for defendants.

FALCONBRIDGE, C.J.:—I am of the opinion that no contract has been established, breach of which would entitle defendants to recover damages.

If such contract had been proven, the major part of the damages claimed would have been too remote, i.e., general damage to business and loss of profits (*Hadley v. Baxendale*); and there was no evidence to shew the true measure of damages: *Thol v. Henderson*, 8 Q. B. D. 457; *Williams v. Reynolds*, 6 B. & S. 495; *Hinde v. Liddell*, L. R. 10 Q. B. 265; *Hendrie v. Neelon*, 3 O. R. 603, 12 A. R. 41.

Judgment for plaintiff for \$624.75 and interest from 15th May, 1905, with costs; counterclaim dismissed with costs.