

OWEN SOUND WIRE FENCE CO. v. UNITED STATES STEEL PRODUCTS
Co.—FALCONBRIDGE, C.J.K.B.—OCT. 18.

Contract—Sale of Goods—Breach—Construction—“Specifications.”]—Action for damages for breaches of a contract for the sale by the defendants to the plaintiffs of 1,000 tons of galvanised Bessemer wire. It was provided in the contract that specifications should be furnished to the sellers by the buyers in substantially equal monthly quantities, beginning on or before the 1st December, 1915, and ending on or before the last day of February, 1916; and that the buyers' failure to furnish specifications might, at the sellers' option, without notice to the buyers, be considered as a waiver on the part of the buyers of all right to demand any subsequent delivery of the unspecified portion of the goods. The action was tried without a jury at Owen Sound. There were several items in the claim of the plaintiffs. These were considered by the learned Chief Justice in a written judgment, in which he declared the proper construction of the contract, and considered the meaning of “specifications.” He was of opinion that the plaintiffs had a right to specify as they had assumed to do—to order anything they chose between .140 and .148 inches in gauge. The damages were ascertained at \$8,061.72, for which sum judgment was ordered to be entered for the plaintiffs with costs. W. H. Wright and F. H. Kilbourn, for the plaintiffs. Wallace Nesbitt, K.C., and Britton Osler, for the defendants.