

amounts of 30 bags per week, in any event in reasonable weekly quantities; but he absolutely refused to make any further deliveries, and therein he committed a breach of the contract.

While the defendant knew that the plaintiff was engaged in business as a baker, neither party had in mind that only such flour as the plaintiff would use in his business up to the 1st November, 1916, was covered by the contract, or that the discontinuance by the plaintiff of the baking business would be a termination of the contract, or that delivery of less than 30 bags in any week discharged the vendor from the obligation to make (later on) delivery of the undelivered portion for that week. In September, 1916, the defendant recognised the contract as one of value to the plaintiff in any agreement he might make for the sale of his business.

The rapid increase in the value of flour brought about a condition unfavourable to the defendant, and this was accountable for the change in his attitude, and his reluctance and refusal to continue to perform his contract.

Reference to *Tyers v. Rosedale and Ferry Hill Iron Co. Limited* (1875), L.R. 10 Ex. 195.

The plaintiff was entitled to succeed. The question of the amount of damages was to be determined on the value of the flour at the time of the breach of the contract. Evidence of the price at which the same grade of flour could be obtained at the time was submitted; the advance was about \$2.15 per bag. The damages should be assessed at \$1,038.45.

Judgment for the plaintiff for that sum with costs.

FALCONBRIDGE, C.J.K.B.

SEPTEMBER 5TH, 1917.

RE GILLIES GUY LIMITED AND LAIDLAW.

Company—Incorporated Trading Company—Power to Acquire and Sell Land—Title to Land Acquired by Company—Contract for Sale—Objection by Purchaser—Powers of Company under Letters Patent—Ontario Companies Act, R.S.O. 1914 ch. 178, secs. 23, 24—Application under Vendors and Purchasers Act.

Application by Gillies Guy Limited, an incorporated company, vendors, under the Vendors and Purchasers Act, for an order declaring that an objection to the title to land in the township of Oakland, upon a contract for sale, by the purchaser, William